

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	1
B.1 CONTRACT LINE ITEM NUMBERS (CLINS)	1
B.2 MINIMUM/MAXIMUM CONTRACT GUARANTEE	31
SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT	32
C.1 STATEMENT OF WORK/SPECIFICATIONS	32
SECTION D - PACKAGING AND MARKING	33
D.1 PACKING AND UNPACKING	33
D.2 MARKING OF SHIPMENTS (COMMERCIALY PACKAGED)	33
D.3 PRESERVATION, PACKAGING AND PACKING	33
D.4 MARKINGS OF WARRANTED ITEMS	33
SECTION E - INSPECTION AND ACCEPTANCE	34
E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	34
E.2 MATERIAL INSPECTION AND RECEIVING REPORT	34
SECTION F - DELIVERIES OR PERFORMANCE	35
F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	35
F.2 PERIOD OF PERFORMANCE SCHEDULE	35
F.3 TIME OF DELIVERY	35
F.4 INSTALLATION REQUIREMENTS AND OPTIONS	35
F.5 PLACE OF DELIVERY - DESTINATION	36
F.6 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN AND PERIODIC REPORTING	36
SECTION G - CONTRACT ADMINISTRATION DATA	38
G.1 ADDRESS OF CORRESPONDENCE	38
G.2 PAYMENT ADDRESS	38
G.3 GOVERNMENT REPRESENTATIVES	38
G.4 REQUEST FOR PAYMENT - FIXED-PRICE CONTRACTS & ORDERS	39
G.5 REQUEST FOR PAYMENT - OTHER THAN FIXED-PRICE CONTRACTS & ORDERS	39
SECTION H - SPECIAL CONTRACT REQUIREMENTS	44
H.1 REPLACEMENT PARTS AVAILABILITY	44
H.2 ENGINEERING CHANGES	44
H.3 SUBSTITUTION OF EQUIPMENT	46
H.4 SUBSTITUTION OF GOVERNMENT FURNISHED PROPERTY (GFP) FOR PROPOSED EQUIPMENT	47
H.5 DISCONTINUANCE OF EQUIPMENT MAINTENANCE	47
H.6 CERTIFICATE OF MAINTAINABILITY	47
H.7 REQUIRED INSURANCE	48
H.8 EXERCISING OPTION TO EXTEND SERVICES	49
H.9 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY/DATA	49
H.10 GOVERNMENT FURNISHED INFORMATION	49
H.11 GOVERNMENT FURNISHED PROPERTY	49
H.12 GOVERNMENT FURNISHED SUPPORT	49
H.13 INCORPORATION OF SECTION K BY REFERENCE	50
H.14 PAYMENT OF SUPPORT COSTS	50
H.15 PERSONNEL REQUIRING ACCESS TO GOVERNMENT FACILITY	51
H.16 SYSTEM ENGINEERING SUPPORT	51
H.17 WARRANTIES OF GOVERNMENT FURNISHED PROPERTY	51
H.18 YEAR 2000 WARRANTY	51
H.19 TASK ORDER PROCEDURES	52

H.20 WARRANTY PERIOD	52
H.21 AVAILABILITY OF CONTRACT LINE ITEM PRICES FOR CONTRACTS WITH STATE AND LOCAL AGENCIES	53
H.22 EXERCISING CONTRACT OPTIONS	53
SECTION I - CONTRACT CLAUSES	55
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988).....	55
I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)	59
I.3 PATENT INDEMNITY	60
I.4 FAR 52.225-5 BUY AMERICA ACT-CONSTRUCTION MATERIALS (JUN 1997)	60
I.5 FAR 52.244-5 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)	62
I.6 FAR 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (DEC 1989) ALTERNATE III (APR 1984)	63
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....	67
SECTION J - LIST OF ATTACHMENTS	67
J.1 LIST OF ATTACHMENTS.....	67
PART IV - REPRESENTATIONS AND INSTRUCTIONS	68
SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	68
K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1995).....	68
K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991).....	69
K.3 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994).....	70
K.4 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)	72
K.5 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987).....	72
K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996).....	72
K.7 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987).....	74
K.8 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984).....	75
K.9 52.215-38 PREPARATION OF OFFERS - CONSTRUCTION. (JAN 1991).....	75
K.10 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997).....	76
K.11 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984).....	78
K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)	79
K.13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984).....	79
K.14 52.223-1 CLEAN AIR AND WATER (APR 1984).....	79
K.15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996).....	80
K.16 52.225-1 BUY AMERICA CERTIFICATE (DEC 1989).....	81
K.17 CONGRESSIONAL INFORMATION.....	81
K.18 52.225-8 BUY AMERICAN – TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1994).....	82
K.19 52.227-15 REPRESENTATION OF LIMITED RIGHTS AND RESTRICTED COMPUTER SOFTWARE (JUN 1987).....	83
K.20 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1996)	84
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....	89
L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988).....	89
L.2 52.216-1 TYPE OF CONTRACT (APR 1984)	89
L.3 52.233-2 SERVICE OF PROTEST (AUG 1996).....	90
L.4 52.237-1 SITE VISIT (APR 1984)	90
L.5 ACCESS TO USCG HEADQUARTERS BUILDING	90

L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS.....	91
L.7 ORAL PRESENTATION.....	91
L.7.1 GENERAL.....	91
L.7.2 ORAL PRESENTATION SCHEDULE	91
L.7.3 ORAL PRESENTATION ATTENDANCE	92
L.7.4 ORAL PRESENTATION MEDIA	92
L.7.5 ORAL PRESENTATION RECORDING.....	92
L.7.6 ORAL PRESENTATION CONTENT	93
L.8 INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF WRITTEN PROPOSALS	95
L.8.1 FORMAT AND CONTENT FOR THE TECHNICAL VOLUME	96
L.8.1.1 ISO 9001 CERTIFICATION.....	96
L.8.1.2 PAST PERFORMANCE	96
L.8.1.3 VTS SYSTEM	97
L.8.1.4 ORAL PRESENTATION SLIDES	97
L.8.1.5 SYSTEM DEMONSTRATION.....	97
L.8.3 FORMAT AND CONTENT FOR BUSINESS VOLUME	97
L.8.3.1 FRONT MATTER	97
L.8.3.2 MODEL CONTRACT	97
L.8.3.3 FINANCIAL CAPABILITY	98
L.8.3.4 DISCLOSURE OF CONFLICT OF INTEREST	98
L.8.3.5 FREEDOM OF INFORMATION ACT RELEASE.....	98
L.8.3.6 SUBCONTRACTING PLAN	98
L.8.3.7 EXCEPTIONS	98
L.8.4 FORMAT AND CONTENT FOR THE COST VOLUME.....	99
L.8.4.1 RESERVED.....	99
L.8.4.2 GENERAL INFORMATION:	99
L.8.4.3 COST OR PRICING INFORMATION.....	99
L.8.4.4 OTHER THAN COST OR PRICING INFORMATION REQUIREMENTS.....	99
L.8.4.5 COST CREDIBILITY	99
L.8.4.6 ESTIMATING TECHNIQUES AND METHODS.....	100
L.8.4.7 COST/PRICE VOLUME ORGANIZATION.....	100
L.8.4.8 TABLE OF CONTENTS	101
L.8.4.9 SUMMARY SHEET	101
L.8.4.10 ROUNDING	101
L.8.4.11 COST/PRICE VOLUME OVERVIEW:	101
L.8.4.11.1 ESTIMATING METHODOLOGY:.....	102
L.8.4.11.2 REVIEWED AND APPROVED RATES.....	102
L.8.4.12 APPLICABILITY TO SUBCONTRACTORS	102
L.8.4.13 STRUCTURE OF COST MODELS	103
L.8.4.14 INFORMATION OTHER THAN COST OR PRICING DATA TO BE PROVIDED	103
L.8.4.15 FORMAT #1 Cost Summary by Cost Elements - Firm-Fixed-Price	106
L.8.4.16 FORMAT #2 Cost Summary by Cost Elements - Facility Construction	108
L.8.4.17 FORMAT #3 Cost Summary by Cost Elements - Loaded Labor Rates	109
SECTION M - EVALUATION FACTORS FOR AWARD.....	112
M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988).....	112
M.2 AWARD BASED ON GREATEST VALUE TO THE GOVERNMENT	112
M.3 DISCUSSIONS/BAFO.....	112
M.4 BASIS FOR CONTRACT AWARD	112
M.5 SYSTEM DEMONSTRATION	113
M.6 EVALUATION CRITERIA	113
M.6.1 GENERAL	113
M.6.2 TECHNICAL AND MANAGEMENT EVALUATION	114
M.6.3 PAST PERFORMANCE EVALUATION	114

M.6.4 COST/PRICE EVALUATION115

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONTRACT LINE ITEM NUMBERS (CLINS)**

BASE PERIOD OF PERFORMANCE (date of contract award thru six months after issuance of Task Order No. 3)

FIRM-FIXED-PRICE CLINS

CLIN	DESCRIPTION	MAX QTY	FFP
CLIN 001	Task Order No. 1 VTS Baseline System Implementation to Support DSC/AIS Evaluation at Gretna Light in New Orleans, LA	1	_____
CLIN 002	Task Order No. 2 Lower Mississippi River VTC in New Orleans, LA	1	_____
CLIN 003	Task Order No. 3 VTS System Installation and Test in the Port of New Orleans, LA	1	_____

OPTION PERIOD ONE (to be exercised during the six month period following the issuance of Task Order No. 3 for a period of performance of twelve months)

FIXED PRICE TIME AND MATERIAL CLINs

CLIN	DESCRIPTION
------	-------------

CLIN 101	<p>Facilities Construction</p> <p>This is a time and material labor hour CLIN. Refer to section L for pricing instructions.</p>
----------	---

Labor Categories

Davis Bacon Rate at at Time of T.O.	Fixed Composite Labor Overhead Rate (%)	Fixed Fee Overhead (%)	Total Cost
--	--	------------------------------	---------------

SubCLIN 101A	Labor Category	_____	_____	_____	_____
--------------	----------------	-------	-------	-------	-------

Fixed
Overhead
Rate (%)

SubCLIN 101B	Material loading factor	_____
--------------	-------------------------	-------

NTE

SubCLIN 101C	Travel	_____
--------------	--------	-------

CLIN 102	<p>Software Modifications</p> <p>This is a time and material labor hour CLIN. Refer to section L for pricing instructions.</p>
----------	--

Labor Category

Loaded
Rate

SubCLIN 102A	Senior Computer Systems Analyst	_____
--------------	---------------------------------	-------

SubCLIN 102B	Computer Systems Analyst	_____
--------------	--------------------------	-------

SubCLIN 102C	Senior Software Engineer	_____
--------------	--------------------------	-------

SubCLIN 102D	Application Programmer	_____
--------------	------------------------	-------

FIXED PRICE TIME AND MATERIAL CLINs (continued)

SubCLIN 102E Software Engineer _____

SubCLIN 102F Database Management
System Specialist _____SubCLIN 102G Documentation
Specialist _____

SubCLIN 102H Travel _____

NTE

CLIN 103 Port/Site Surveys
This is a time and
material CLIN. Refer
to Section L for
pricing instructions.

	Labor Categories	Loaded Rate
SubCLIN 103A	Senior Commercial Communications Engineer	_____
SubCLIN 103B	Senior Communications Analyst	_____
SubCLIN 103C	Communications Technician	_____
SubCLIN 103D	Technical Editor	_____
SubCLIN 103E	Word Processor	_____
SubCLIN 103F	Illustrator/Draftsman	_____
SubCLIN 103G	Travel	_____

NTE

FIXED PRICE TIME AND MATERIAL CLINs (continued)

CLIN 104	Facilities Design and Planning This is a time and material CLIN. Refer to Section L for pricing instructions	
	Labor Categories	Loaded Rate
SubCLIN 104A	Civil Engineer	_____
SubCLIN 104B	Electrical Engineer	_____
SubCLIN 104C	Mechanical Engineer	_____
SubCLIN 104D	Chemical Engineer	_____
SubCLIN 104E	Structural Engineer	_____
SubCLIN 104F	Sanitary Engineer	_____
SubCLIN 104G	Environmental Engineer	_____
SubCLIN 104H	Soils Engineer	_____
SubCLIN 104I	Engineering Technician	_____
SubCLIN 104J	Architect	_____
SubCLIN 104K	Estimator	_____
SubCLIN 104L	AutoCad Drafter	_____
SubCLIN 104M	Specification Writer	_____
SubCLIN 104N	Clerical	_____
SubCLIN 104O	Scientist	_____
SubCLIN 104P	Biologist	_____
SubCLIN 104Q	Environmental Planner	_____
		NTE
SubCLIN 104R	Travel	_____

FIRM-FIXED-PRICE CLINS

CLIN	DESCRIPTION	MAX QTY	FFP
CLIN 105	VTs System Implementation in a Port	3	_____
CLIN 106	Radar		
SubCLIN 106A	Radar(includes all modifications, installation and interconnections to work with the VTS).	6	_____
SubCLIN 106B	Integration of Government Furnished Radar (includes all modifications, installation, and interconnections to work with the VTS)	6	_____
CLIN 107	Camera(includes all modifications, installation, and interconnections to work with the VTS).	3	_____
CLIN 108	Additional Workstations (includes all modifications installation, and interconnections to work with the VTS).	10	_____
CLIN 109	Support for the VTS System (maintenance and training)		
SubCLIN 109A	Maintenance for the VTS Sytem	1	_____
SubCLIN 109B	Maintenance for Contractor furnished radar	2	_____
SubCLIN 109C	Maintenance for Government furnished radar	4	_____

FIRM-FIXED-PRICE CLINS (continued)

CLIN	DESCRIPTION	MAX QTY	FFP
SubCLIN 109D	Maintenance for the camera	4	_____
SubCLIN 109E	Maintenance for the additional workstation	1	_____
SubCLIN 109F	Training for the VTS System	1	_____

OPTION PERIOD TWO (from 12 months after exercise of option period 1)

FIXED PRICE TIME AND MATERIAL CLINs

CLIN DESCRIPTION

CLIN 201 Facilities Construction.
This is a time and material
labor hour CLIN. Refer to
section L for pricing
instructions.

	Labor Categories	Davis Bacon Rate at Time of T.O.	Fixed Composite Overhead Rate (%)	Fixed Fee (%)	Total Cost
SubCLIN 201A	Labor Category	_____	_____	_____	_____
			Fixed Overhead Rate (%)		
SubCLIN 201B	Material loading factor		_____		
			NTE		
SubCLIN 201C	Travel		_____		

CLIN 202 Software Modifications
This is a time and material
labor hour CLIN. Refer to
section L for pricing instructions

	Labor Category	Loaded Rate
SubCLIN 202A	Senior Computer Systems Analyst	_____
SubCLIN 202B	Computer Systems Analyst	_____
SubCLIN 202C	Senior Software Engineer	_____
SubCLIN 202D	Application Programmer	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)

	Labor Category	Loaded Rate
SubCLIN 202E	Software Engineer	_____
SubCLIN 202F	Database Management System Specialist	_____
SubCLIN 202G	Documentation Specialist	_____
		NTE
SubCLIN 202H	Travel	_____

CLIN 203 **Port/Site Surveys**
This is a time and
material CLIN. Refer
to Section L for
pricing instructions.

	Labor Categories	Loaded Rate
SubCLIN 203A	Senior Commercial Communications Engineer	_____
SubCLIN 203B	Senior Communications Analyst	_____
SubCLIN 203C	Communications Technician	_____
SubCLIN 203D	Technical Editor	_____
SubCLIN 203E	Word Processor	_____
SubCLIN 203F	Illustrator/Draftsman	_____
		NTE
SubCLIN 203G	Travel	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)

CLIN 204	Facilities Design and Planning This is a time and material CLIN. Refer to Section L for pricing instructions.	
	Labor Categories	Loaded Rate
SubCLIN 204A	Civil Engineer	_____
SubCLIN 204B	Electrical Engineer	_____
SubCLIN 204C	Mechanical Engineer	_____
SubCLIN 204D	Chemical Engineer	_____
SubCLIN 204E	Structural Engineer	_____
SubCLIN 204F	Sanitary Engineer	_____
SubCLIN 204G	Environmental Engineer	_____
SubCLIN 204H	Soils Engineer	_____
SubCLIN 204I	Engineering Technician	_____
SubCLIN 204J	Architect	_____
SubCLIN 204K	Estimator	_____
SubCLIN 204L	AutoCad Drafter	_____
SubCLIN 204M	Specification Writer	_____
SubCLIN 204N	Clerical	_____
SubCLIN 204O	Scientist	_____
SubCLIN 204P	Biologist	_____
SubCLIN 204Q	Environmental Planner	_____
		NTE
SubCLIN 204R	Travel	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)**FIRM-FIXED-PRICE CLINS**

CLIN	DESCRIPTION	MAX QTY	FFP
CLIN 205	VTs System Implementation in a Port	3	_____
CLIN 206	Radar		
SubCLIN 206A	Radar(includes all modifications, installation, and interconnections to work with the VTS).	6	_____
SubCLIN 206B	Integration of Government Furnished Radar (includes all modifications, installation, and interconnections to work with the VTS)	6	_____
CLIN 207	Camera (includes all modifications, installations, and interconnections to work with the VTS).	3	_____
CLIN 208	Additional Workstations (includes all modifications, installation, and interconnections to work with the VTS).	10	_____
CLIN 209	Support for the VTS System (maintenance and training)		
SubCLIN 209A	Maintenance for the VTS System	2	_____
SubCLIN 209B	Maintenance for Contractor furnished radar	4	_____

FIRM-FIXED-PRICE CLINS (continued)

CLIN	DESCRIPTION	MAX QTY	FFP
SubCLIN 209C	Maintenance for Government furnished radar	6	_____
SubCLIN 209D	Maintenance for camera	6	_____
SubCLIN 209E	Maintenance for additional workstations	3	_____
SubCLIN 209F	Training for the VTS System	3	_____

OPTION PERIOD THREE (from 12 months after exercise of option period 2)

FIXED PRICE TIME AND MATERIAL CLINs

CLIN DESCRIPTION

CLIN 301 Facilities Construction.
This is a time and material labor hour CLIN. Refer to section L for pricing instructions.

	Labor Categories	Davis Bacon Rate at Time of T.O.	Fixed Composite Overhead Rate (%)	Fixed Fee (%)	Total Cost
SubCLIN 301A	Labor Category	_____	_____	_____	_____

SubCLIN 301B	Material loading factor		Fixed Overhead rate (%)	_____	
--------------	-------------------------	--	--------------------------------	-------	--

SubCLIN 301C	Travel		NTE	_____	
--------------	--------	--	------------	-------	--

CLIN 302 Software Modifications
This is a time and material labor hour CLIN. Refer to section L for pricing instructions.

	Labor Category	Loaded Rate
SubCLIN 302A	Senior Computer Systems Analyst	_____
SubCLIN 302B	Computer Systems Analyst	_____
SubCLIN 302C	Senior Software Engineer	_____
SubCLIN 302D	Application Programmer	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)

	Labor Category	Loaded Rate
SubCLIN 302E	Software Engineer	_____
SubCLIN 302F	Database Management System Specialist	_____
SubCLIN 302G	Documentation Specialist	_____
		NTE
SubCLIN 302H	Travel	_____
CLIN 303	Port/Site Surveys. This is a time and material CLIN. Refer to Section L for pricing instructions.	
	Labor Categories	Loaded Rate
SubCLIN 303A	Senior Commercial Communications Engineer	_____
SubCLIN 303B	Senior Communications Analyst	_____
SubCLIN 303C	Communications Technician	_____
SubCLIN 303D	Technical Editor	_____
SubCLIN 303E	Word Processor	_____
SubCLIN 303F	Illustrator/Draftsman	_____
		NTE
SubCLIN 303G	Travel	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)

CLIN 304	Facilities Design and Planning This is a time and material CLIN. Refer to Section L for pricing instructions.	
	Labor Categories	Loaded Rate
SubCLIN 304A	Civil Engineer	_____
SubCLIN 304B	Electrical Engineer	_____
SubCLIN 304C	Mechanical Engineer	_____
SubCLIN 304D	Chemical Engineer	_____
SubCLIN 304E	Structural Engineer	_____
SubCLIN 304F	Sanitary Engineer	_____
SubCLIN 304G	Environmental Engineer	_____
SubCLIN 304H	Soils Engineer	_____
SubCLIN 304I	Engineering Technician	_____
SubCLIN 304J	Architect	_____
SubCLIN 304K	Estimator	_____
SubCLIN 304L	AutoCad Drafter	_____
SubCLIN 304M	Specification Writer	_____
SubCLIN 304N	Clerical	_____
SubCLIN 304O	Scientist	_____
SubCLIN 304P	Biologist	_____
SubCLIN 304Q	Environmental Planner	_____
		NTE
SubCLIN 304R	Travel	_____

FIRM-FIXED-PRICE CLINS

CLIN	DESCRIPTION	MAX QTY	FFP
CLIN 305	VTs System Implementation in a Port	3	_____
CLIN 306	Radar		
SubCLIN 306A	Radar(includes all modifications, installation, and interconnections to work with the VTS).	6	_____
SubCLIN 306B	Integration of Government Furnished Radar (includes all modifications, installation, and interconnections to work with the VTS).	6	_____
CLIN 307	Camera(includes all modifications, installation, and interconnections to work with the VTS).	3	_____
CLIN 308	Additional Workstations (includes modifications, installation, and interconnections to work with the VTS).	10	_____
CLIN 309	Support for the VTS System (maintenance and training)		
SubCLIN 309A	Maintenance and for the VTS System	3	_____
SubCLIN 309B	Maintenance for Contractor furnished radar	6	_____
SubCLIN 309C	Maintenance for Government furnished radar	6	_____

FIRM-FIXED-PRICE CLINS (continued)

CLIN	DESCRIPTION	MAX QTY	FFP
SubCLIN 309D	Maintenance for the camera	8	_____
SubCLIN 309E	Maintenance for additional Workstation	5	_____
SubCLIN 309F	Training for the VTS System	4	_____

OPTION PERIOD FOUR (from 12 months after exercise of option period 3)

FIXED PRICE TIME AND MATERIAL CLINs

CLIN DESCRIPTION

CLIN 401 Facilities Construction.
This is a time and material
labor hour CLIN. Refer to
section L for pricing
instructions.

	Labor Categories	Davis Bacon Rate at Time of T.O.	Fixed Composite Overhead Rate (%)	Fixed Fee (%)	Total Cost
SubCLIN 401A	Labor Category	_____	_____	_____	_____

SubCLIN 401B	Material loading factor		Fixed Overhead Rate (%)	_____	
--------------	-------------------------	--	--	-------	--

SubCLIN 401C	Travel		NTE	_____	
--------------	--------	--	------------	-------	--

CLIN 402 Software Modifications
This is a time and material
labor hour CLIN. Refer to
section L for pricing instructions.

	Labor Category	Loaded Rate
SubCLIN 402A	Senior Computer Systems Analyst	_____
SubCLIN 402B	Computer Systems Analyst	_____
SubCLIN 402C	Senior Software Engineer	_____
SubCLIN 402D	Application Programmer	_____
SubCLIN 402E	Software Engineer	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)

	Labor Category	Loaded Rate
SubCLIN 402F	Database Management System Specialist	_____
SubCLIN 402G	Documentation Specialist	_____
		NTE
SubCLIN 402H	Travel	_____

CLIN 403 Port/Site Surveys
This is a time and
material CLIN. Refer
to Section L for
pricing instructions.

	Labor Categories	Loaded Rate
SubCLIN 403A	Senior Commercial Communications Engineer	_____
SubCLIN 403B	Senior Communications Analyst	_____
SubCLIN 403C	Communications Technician	_____
SubCLIN 403D	Technical Editor	_____
SubCLIN 403E	Word Processor	_____
SubCLIN 403F	Illustrator/Draftsman	_____
		NTE
SubCLIN 403G	Travel	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)

**CLIN 404 Facilities Design
and Planning**
**This is a time and
material CLIN. Refer
to Section L for
pricing instructions.**

	Labor Categories	Loaded Rate
SubCLIN 404A	Civil Engineer	_____
SubCLIN 404B	Electrical Engineer	_____
SubCLIN 404C	Mechanical Engineer	_____
SubCLIN 404D	Chemical Engineer	_____
SubCLIN 404E	Structural Engineer	_____
SubCLIN 404F	Sanitary Engineer	_____
SubCLIN 404G	Environmental Engineer	_____
SubCLIN 404H	Soils Engineer	_____
SubCLIN 404I	Engineering Technician	_____
SubCLIN 404J	Architect	_____
SubCLIN 404K	Estimator	_____
SubCLIN 404L	AutoCad Drafter	_____
SubCLIN 404M	Specification Writer	_____
SubCLIN 404N	Clerical	_____
SubCLIN 404O	Scientist	_____
SubCLIN 404P	Biologist	_____
SubCLIN 404Q	Environmental Planner	_____
		NTE
SubCLIN 404R	Travel	_____

FIRM-FIXED-PRICE CLINS

CLIN	DESCRIPTION	MAX QTY	FFP
CLIN 405	VTs System Implementation in a Port	3	_____
CLIN 406	Radar		
SubCLIN 406A	Radar(includes all modifications, installation, and interconnections to work with the VTS).	6	_____
SubCLIN 406B	Integration of Government Furnished Radar (includes all modifications, installation and interconnections to work with the VTS).	6	_____
CLIN 407	Camera(includes all modifications, installation, and interconnections to work with the VTS)	3	_____
CLIN 408	Additional Workstations (includes all modifications, installation and interconnections to work with the VTS).	10	_____
CLIN 409	Support for the VTS System (maintenance and training)		
SubCLIN 409A	Maintenance for the VTS System	4	_____
SubCLIN 409B	Maintenance for Contractor furnished radar	8	_____
SubCLIN 409C	Maintenance for Government furnished radar	10	_____

FIRM-FIXED-PRICE CLINS (continued)

CLIN	DESCRIPTION	MAX QTY	FFP
SubCLIN 409D	Maintenance for the camera	16	_____
SubCLIN 409E	Maintenance for the additional workstation	7	_____
SubCLIN 409F	Training for the VTS System	5	_____

OPTION PERIOD FIVE (from 12 months after exercise of option period 4)

FIXED PRICE TIME AND MATERIAL CLINs

CLIN DESCRIPTION

CLIN 501 **Facilities Construction.**
This is a time and material
labor hour CLIN. Refer to
section L for pricing
instructions.

	Labor Categories	Davis Bacon Rate at Time of T.O.	Fixed Composite Overhead Rate (%)	Fixed Fee (%)	Total Cost
SubCLIN 501A	Labor Category	_____	_____	_____	_____

SubCLIN 501B	Material loading factor		Fixed Overhead Rate (%)	_____	
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SubCLIN 501C	Travel		NTE	_____	
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CLIN 502 **Software Modifications**
This is a time and material
labor hour CLIN. Refer to
section L for pricing instructions.

	Labor Category	Loaded Rate
SubCLIN 502A	Senior Computer Systems Analyst	_____
SubCLIN 502B	Computer Systems Analyst	_____
SubCLIN 502C	Senior Software Engineer	_____
SubCLIN 502D	Application Programmer	_____
SubCLIN 502E	Software Engineer	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)

	Labor Category	Loaded Rate
SubCLIN 502F	Database Management System Specialist	_____
SubCLIN 502G	Documentation Specialist	_____
		NTE
SubCLIN 502H	Travel	_____

CLIN 503 Port/Site Surveys
This is a time and
material CLIN. Refer
to Section L for
pricing instructions

	Labor Categories	Loaded Rate
SubCLIN 503A	Senior Commercial Communications Engineer	_____
SubCLIN 503B	Senior Communications Analyst	_____
SubCLIN 503C	Communications Technician	_____
SubCLIN 503D	Technical Editor	_____
SubCLIN 503E	Word Processor	_____
SubCLIN 503F	Illustrator/Draftsman	_____
		NTE
SubCLIN 503G	Travel	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)

CLIN 504	Facilities Design and Planning This is a time and material CLIN. Refer to Section L for pricing instructions.	
	Labor Categories	Loaded Rate
SubCLIN 504A	Civil Engineer	_____
SubCLIN 504B	Electrical Engineer	_____
SubCLIN 504C	Mechanical Engineer	_____
SubCLIN 504D	Chemical Engineer	_____
SubCLIN 504E	Structural Engineer	_____
SubCLIN 504F	Sanitary Engineer	_____
SubCLIN 504G	Environmental Engineer	_____
SubCLIN 504H	Soils Engineer	_____
SubCLIN 504I	Engineering Technician	_____
SubCLIN 504J	Architect	_____
SubCLIN 504K	Estimator	_____
SubCLIN 504L	AutoCad Drafter	_____
SubCLIN 504M	Specification Writer	_____
SubCLIN 504N	Clerical	_____
SubCLIN 504O	Scientist	_____
SubCLIN 504P	Biologist	_____
SubCLIN 504Q	Environmental Planner	_____
		NTE
SubCLIN 504R	Travel	_____

FIRM-FIXED-PRICE CLINS

CLIN	DESCRIPTION	MAX QTY	FFP
CLIN 505	VTS System Implementation in a Port	3	_____
CLIN 506	Radar		
SubCLIN 506A	Radar(includes all modifications, installation, and interconnections to work with the VTS).	6	_____
SubCLIN 506B	Integration of Government Furnished Radar (includes all modifications, installation, and interconnections to work with the VTS).	6	_____
CLIN 507	Camera(includes all modifications, installation, and interconnections to work with the VTS)	3	_____
CLIN 508	Additional Workstations (includes modifications, installation, and interconnections to work with the VTS).	10	_____
CLIN 509	Support for the VTS System (maintenance and training)		
SubCLIN 509A	Maintenance for the VTS Sytem	8	_____
SubCLIN 509B	Maintenance for Contractor furnished radar	10	_____
SubCLIN 509C	Maintenance for Government furnished radar	14	_____

FIRM-FIXED-PRICE CLINS (continued)

CLIN	DESCRIPTION	MAX QTY	FFP
SubCLIN 509D	Maintenance for the camera	24	_____
SubCLIN 509E	Maintenance for the additional workstation	8	_____
SubCLIN 509F	Training for the VTS System	5	_____

OPTION PERIOD SIX (from 12 months after exercise of option period 5)

FIXED PRICE TIME AND MATERIAL CLINs

CLIN	DESCRIPTION
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CLIN 601	Facilities Construction. This is a time and material labor hour CLIN. Refer to section L for pricing instructions.
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	Labor Categories	Davis Bacon Rate at Time of T.O.	Fixed Composite Overhead Rate (%)	Fixed Fee (%)	Total Cost
SubCLIN 601A	Labor Category	_____	_____	_____	_____

SubCLIN 601B	Material loading factor	_____	Fixed Overhead Rate (%)		
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SubCLIN 601C	Travel	_____	NTE		
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CLIN 602	Software Modifications This is a time and material labor hour CLIN. Refer to section L for pricing instructions
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	Labor Category	Loaded Rate
SubCLIN 602A	Senior Computer Systems Analyst	_____
SubCLIN 602B	Computer Systems Analyst	_____
SubCLIN 602C	Senior Software Engineer	_____
SubCLIN 602D	Application Programmer	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)

	Labor Category	Loaded Rate
SubCLIN 602E	Software Engineer	_____
SubCLIN 602F	Database Management System Specialist	_____
SubCLIN 602G	Documentation Specialist	_____
		NTE
SubCLIN 602H	Travel	_____

CLIN 603 Port/Site Surveys
This is a time and material CLIN. Refer to Section L for pricing instructions.

	Labor Categories	Loaded Rate
SubCLIN 603A	Senior Commercial Communications Engineer	_____
SubCLIN 603B	Senior Communications Analyst	_____
SubCLIN 603C	Communications Technician	_____
SubCLIN 603D	Technical Editor	_____
SubCLIN 603E	Word Processor	_____
SubCLIN 603F	Illustrator/Draftsman	_____
		NTE
SubCLIN 603G	Travel	_____

FIXED PRICE TIME AND MATERIAL CLINs (continued)

CLIN 604	Facilities Design and Planning This is a time and material CLIN. Refer to Section L for pricing instructions.	
	Labor Categories	Loaded Rate
SubCLIN 604A	Civil Engineer	_____
SubCLIN 604B	Electrical Engineer	_____
SubCLIN 604C	Mechanical Engineer	_____
SubCLIN 604D	Chemical Engineer	_____
SubCLIN 604E	Structural Engineer	_____
SubCLIN 604F	Sanitary Engineer	_____
SubCLIN 604G	Environmental Engineer	_____
SubCLIN 604H	Soils Engineer	_____
SubCLIN 604I	Engineering Technician	_____
SubCLIN 604J	Architect	_____
SubCLIN 604K	Estimator	_____
SubCLIN 604L	AutoCad Drafter	_____
SubCLIN 604M	Specification Writer	_____
SubCLIN 604N	Clerical	_____
SubCLIN 604O	Scientist	_____
SubCLIN 604P	Biologist	_____
SubCLIN 604Q	Environmental Planner	_____
		NTE
SubCLIN 604R	Travel	_____

FIRM-FIXED-PRICE CLINS

CLIN	DESCRIPTION	MAX QTY	FFP
CLIN 605	VTS System Implementation in a Port	3	_____
CLIN 606	Radar		
SubCLIN 606A	Radar(includes all modifications, installation, and interconnections to work with the VTS).	6	_____
SubCLIN 606B	Integration of Government Furnished Radar (includes all modifications, installation and interconnections to work with the VTS).	6	_____
CLIN 607	Camera(includes all modifications, installation, and interconnections to work with the VTS)	3	_____
CLIN 608	Additional Workstations (includes modifications, installation, and interconnections to work with the VTS).	10	_____
CLIN 609	Support for the VTS System (maintenance and training)		
SubCLIN 609A	Maintenance for the VTS system	10	_____
SubCLIN 609B	Maintenance for Contractor furnished radar	10	_____
SubCLIN 609C	Maintenance for Government furnished radar	16	_____
SubCLIN 609D	Maintenance for camera	30	_____

FIRM-FIXED-PRICE CLINS (continued)

CLIN	DESCRIPTION	MAX QTY	FFP
SubCLIN 609E	Maintenance for the additional workstation	10	_____
SubCLIN 609F	Training for the VTS System	5	_____

B.2 MINIMUM/MAXIMUM CONTRACT GUARANTEE

At a minimum the Government will issue an order for CLIN 001, Task Order 1, in the base period of performance. At a minimum the Government will issue an order for VTS System Maintenance in each exercised option period of performance, except option period One. At a minimum, the Government will issue an order supplies or services valued at \$50,000.00 for option period One. At a maximum, the Government will not exceed three port VTS System implementations during the base or exercised option periods of performance.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Statement of Work is provided as Attachment 1, as specified in Section J of this RFP. The specification for the Vessel Traffic Services System (VTS) is provided as Attachment 2, as specified in Section J of this RFP.

SECTION D - PACKAGING AND MARKING

D.1 PACKING AND UNPACKING

The Contractor shall furnish such labor and materials as is necessary for packing, unpacking, and placement of equipment. The Contractor shall be responsible for all installation.

D.2 MARKING OF SHIPMENTS (COMMERCIALY PACKAGED)

The Contractor shall mark all shipments with the contract number. Further, the shipments shall be marked in accordance with the edition of Federal Standard 123, "Marking for Domestic Shipment (Civil Agencies)" dated May 15, 1991.

D.3 PRESERVATION, PACKAGING AND PACKING

The Contractor shall preserve, pack, and package all supplies in such a way as to ensure complete delivery at destination without damage or deterioration due to the hazards of shipping, handling, or storage. Standard commercial preservation, packaging, and packing practices shall be employed.

D.4 MARKINGS OF WARRANTED ITEMS

Pursuant to the requirements of FAR 46.706(b)(5), the Contractor shall stamp or mark the supplies delivered or otherwise furnish notice with the supplies of the existence of a warranty. Markings may be brief but should include (i) a brief statement that a warranty exists, (ii) the substance of the warranty, (iii) its duration, and (iv) who to notify if the supplies are found to be defective. For commercial items, the Contractor's trade practice in warranty marking is acceptable if sufficient information is presented for supply personnel and users to identify warranted supplies.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR	JAN 1986
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 MATERIAL INSPECTION AND RECEIVING REPORT

(a) At the time of delivery of supplies or services provided under a CLIN issued under a task order, the Contractor shall prepare and furnish to the Government a DD Form 250 Material Inspection and Receiving Report (MIRR).

(b) One copy of DD Form 250 (MIRR) shall be provided to the Contracting Officer upon shipment/delivery of any deliverable hereunder, clearly marked "Information Only".

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
52.242-15	STOP-WORK ORDER	AUG 1989
	Alternate 1 (APR 1984)	
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE SCHEDULE

The period of performance of the contract shall start on the date of Award and continue through six months after issuance of Task Order No. 3. Option periods will continue for a twelve month period. If all option periods are exercised in accordance with Section I of the contract, the entire period of performance shall not exceed seven years.

The calendar dates for the base and option periods of performance will be definitized after contract award.

F.3 TIME OF DELIVERY

The time of delivery for all deliverables shall be as designated in each Task Order.

F.4 INSTALLATION REQUIREMENTS AND OPTIONS

(a) The Government reserves the right to delay the installation by up to 30 days, at no additional cost to the Government, provided that:

- (1) The Contractor shall receive written notice from the Contracting Officer 30 days prior to the scheduled installation date.
- (2) The duration and cost of installation delays beyond 30

calendar days shall be mutually agreed upon by the Contractor and the Government.

(b) The Government shall provide the Contractor with access to Government-controlled sites for the purpose of installing the equipment prior to the scheduled installation date. The Contractor shall specify in writing, at least 30 days prior to requiring access to the building or site, the date they need access and the time required to install the equipment.

F.5 PLACE OF DELIVERY - DESTINATION

Items shall be delivered to the addresses identified in the task order applicable to the work. A copy of the transmittal letter forwarding the deliverable to the specified destination shall be directed to the Contracting Officer at the following address:

Commandant (G-ACS-4)
U.S. Coast Guard Headquarters
2100 Second Street, S.W.
Washington, D.C. 20593-0001
M/F: Contract No.:

F.6 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN AND PERIODIC REPORTING

(a) In accordance with FAR 52.219-9, large businesses are required to submit a Small Business and Small Disadvantaged Business Subcontracting Plan, which will be incorporated by attachment in Section J at time of award.

(b) To ensure compliance with the approved subcontracting plan, the Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontracting Report, in accordance with the following schedule:

Forms	Due Date	Reporting Period
SF 294	Semi-Annually	
	a. Apr 30	Oct 1 through Mar 30
	b. Oct 31	Apr 1 through Sep 30
SF 295	Annually	
	a. Oct 31	Oct 1 through Sep 30

(c) One copy of the SF 294 shall be submitted to the following

addresses:

Commandant (G-ACS-4)
U.S. Coast Guard Headquarters
2100 Second Street, SW
Washington, DC 20593-0001

Commandant (G-ACS/WS)
U.S. Coast Guard Headquarters
2100 Second Street, SW
Washington, DC 20593-0001

(d) One copy of the SF 295 shall be submitted to the following addresses:

Office Of The Secretary (OST/S40)
400 7th Street S.W.
Washington, DC 20590

Commandant (G-ACS-4)
U.S. Coast Guard Headquarters
2100 Second Street, SW
Washington, DC 20593-0001

(e) Contract performance occurring within a specified reporting period, regardless of length of performance, shall be reported as listed above.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADDRESS OF CORRESPONDENCE

All correspondence except as otherwise specified shall be directed to the Contracting Officer at the following address:

Commandant (G-ACS-4)
U. S. Coast Guard Headquarters
2100 Second Street, S.W.
Washington, D.C. 20593-0001
M/F: Contract No. :

G.2 PAYMENT ADDRESS

Indicate below the address to which payment should be mailed if address is different from that stated in Block 15 of the Standard Form (SF) 33 or Block 7 of the Standard Form (SF) 26:

G.3 GOVERNMENT REPRESENTATIVES

(a) The Government may, upon contract award or thereafter, name representatives with titles such as Project Officer, Contracting Officer's Technical Representative(s), Resident Inspector(s) and so on. Such individuals, IF APPOINTED, will be named in writing by the Contracting Officer. The letter of appointment will indicate the individuals, titles, and state the powers, responsibilities, and limitations of their appointment.

(b) In any event, no such named individual has the authority to issue any direction under the solicitation or contract, either technical or otherwise, which constitutes a change to the terms, conditions, price or delivery schedule of the contract. Only the Contracting Officer is authorized to alter the solicitation or contract in any way.

G.4 REQUEST FOR PAYMENT - FIXED-PRICE CONTRACTS & ORDERS

(a) A request for payment is proper if it includes the items required by the clause at FAR 52.232-25, Prompt Payment [(a)(3)(i) through (a)(3)(viii)]. A request for payment may be on a form, such as a DD Form 250, or company letterhead as long as it meets the requirements of this clause.

- (1) If a request for payment does not include all the items required by the clause at FAR 52.232-25, Prompt Payment, then the request is not proper and shall be returned with a statement of the reason(s) it is not proper.
- (2) If a request for payment includes all the items required by the clause at FAR 52.232-25, Prompt Payment, but is inaccurate, then the request is not proper and the contractor shall be notified in writing of the error(s); the Government reserves the right to return an inaccurate request for payment with a statement of the reason(s) it is not proper.

(b) Each original invoice shall be submitted to the designated billing office at the following address:

INVOICE DTCG23-__-__-_____
Commandant (G-ACS-4)
U. S. Coast Guard Headquarters
2100 Second Street SW Room 5208
Washington, D.C. 20593-0001

(c) One copy of the original invoice shall be submitted to the COTR at the address cited in the COTR appointment letter or in any subsequent letter from the contracting officer that cites a different address. Any ambiguity concerning the COTR address shall be referred to the contracting officer for resolution.

G.5 REQUEST FOR PAYMENT - OTHER THAN FIXED-PRICE CONTRACTS & ORDERS

(a) Other than fixed-price contracts or orders are contracts or orders that are priced on a cost reimbursement, time-and-materials, or labor-hour basis.

(b) A request for payment, whether referred to as an invoice or voucher, is proper if it complies with this clause and the clause FAR 52.232-27 Prompt Payment for Construction Contracts. Moreover, a request for payment must be accurate for it to be proper.

- (1) If a request for payment does not include all the items required by this clause and the clause at FAR, 52.232-27 Prompt Payment for Construction Contracts, then the request is not proper and shall be returned with a statement of the reason(s) it is not proper.
- (2) If a request for payment includes all the items required by this clause and the clause at FAR 52.232-27 Prompt Payment for Construction Contracts, but is inaccurate, then the request is not proper and the contractor shall be notified in writing of the error(s); the Government reserves the right to return an inaccurate request for payment with a statement of the reason(s) it is not proper.
- (c) The contractor shall submit SF 1034, Public Voucher for Purchases and Services Other Than Personal, and SF 1035, Public Voucher for Purchases and Services Other Than Personal (Continuation Sheet), to request payments under this contract. The forms must be completed as required by this clause.
- (d) The SF 1034 shall be completed in accordance with the following instructions:

<u>Caption on the SF 1034</u>	<u>Data to be Inserted in the Block</u>
1. U.S. DEPARTMENT, BUREAU OR ESTABLISHMENT, AND LOCATION	Name and address of the contracting office which issued the contract.
2. DATE VOUCHER PREPARED	Date voucher submitted to the designated billing office cited in the contract.
3. CONTRACT NO. AND DATE	Contract No. and, when applicable, the Order No. And date as shown on the award document.
4. REQUISITION NO. AND DATE	Leave blank or fill-in in accordance with the instructions in the contract.
5. VOUCHER NO.	Start with "1" and number consecutively. A separate series of consecutive numbers must be used beginning with "1" for each contract number or order number (when applicable). Note: Insert the word "FINAL" if this is the last voucher.

6. SCHEDULE NO.; PAID BY; DATE INVOICE RECEIVED DISCOUNT TERMS; PAYEE'S ACCOUNT NO.; SHIPPED FROM TO WEIGHT; GOVERNMENT B/L	Leave all these blocks blank
7. PAYEE'S NAME AND ADDRESS	Name and address of contractor as it appears on the contract. If the contract is assigned to a bank, also show "CONTRACT ASSIGNED" below the name and address of the contractor.
8. NUMBER AND DATE OF ORDER	Leave blank. (See #3 above.)
9. DATE OF DELIVERY OR SERVICE	The period for which the incurred costs are being claimed (e.g., month and year; beginning and ending date of services, etc.).
10. ARTICLES OR SERVICES	Insert the following: "For detail, see the total amount of the claim transferred from the attached SF 1035, page X of X." One space below this line, insert the following: "COST REIMBURSABLE-PROVISIONAL PAYMENT."
11. QUANTITY; UNIT PRICE(COST; PER)	Leave blank.
12. AMOUNT	Insert the total amount claimed from the last page of the SF 1035.
13. Payee must NOT use the space below.	Do NOT write or type below this line.

(e) The SF 1035 (Continuation Sheet) shall be completed in accordance with the instructions below. Use the same basic instructions for the SF 1035 as used for the SF 1034. Ensure that the contract and, if applicable, order number, are shown on each continuation sheet. Use as many sheets as necessary to show the information required by the contract, contracting officer, or cognizant audit agency; however, if more than one sheet of SF 1035 is used, each sheet shall be in numerical sequence.

(f) The following items are generally entered below the line with *Number and Date of Order; Date of Delivery or Service; Articles or Services; Quantity; Unit Price; and Amount* (but do not necessarily tie to these captions).

- (1) Show, as applicable, the target or estimated costs, target or fixed-fee, and total contract value, as adjusted by any modifications to the contract or order. The FAR permits the contracting officer to withhold a percentage of fixed fee until a reserve is set aside in an amount that is considered necessary to protect the Government's interest.
- (2) Show the following items and supporting data as applicable to the contract or order:

Time-and-Materials, Labor-Hour. (See Section I, FAR Clause 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts).

1. Labor. List each contract line item number and corresponding labor category description and hourly rate, labor hours performed, and extended total labor dollars (hourly rate multiplied by labor hours performed).
2. Materials and Subcontracts.
 - a. List each direct material item, quantity purchased, item cost, and extended total cost (quantity purchased multiplied by item cost). Cite any material handling costs allocated to direct materials.
 - b. List each authorized subcontract by subcontractor name. List each item or service, quantity purchased, item or service cost, and extended total cost (quantity purchased multiplied by item or service cost).
3. Travel. List the name and title of traveler, place of travel, and travel dates. If the travel claim is based on the actual costs expended, show the amount for the mode of travel (i.e., airline, private auto, taxi, etc.), lodging, meals, and other incidental expenses separately, on a daily basis. These actual costs must be supported with receipts to substantiate the costs paid. Cite any applicable indirect costs allocated to travel.
4. Total of 1. through 3. Enter this amount on the SF 1034.
5. Cumulative value of all previous requests for payment paid to date.

(g) Completion Voucher. The completion (final) voucher, also referred to as the final invoice, is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform the contract or order. This voucher should include all contract reserves, allowable cost withholdings, balance of fixed fee, etc. However, the amount of the completion voucher when added to the total amount previously paid cannot exceed the total amount of the contract.

(h) Each original request for payment shall be submitted to the designated billing office at the following address:

INVOICE DTCG23-__-__-_____
Commandant (G-ACS-4)
U. S. Coast Guard Headquarters
2100 Second Street SW Room 5208
Washington, D.C. 20593-0001

(i) One copy of the original request for payment shall be submitted to the COTR at the address cited in the COTR appointment letter or in any subsequent letter from the contracting officer that cites a different address. Any ambiguity concerning the COTR address shall be referred to the contracting officer for resolution.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 REPLACEMENT PARTS AVAILABILITY

The Contractor guarantees that replacement parts for the systems installed under Task Orders against this contract will be available for the term of the contract including all exercised options or that, if parts cannot be provided, the Contractor shall make the necessary accommodations to the system to cause the system to work with available parts. The Contractor shall notify the Government 180 days before the end of the contract term as to the continuing availability of parts subsequent to this period. If parts will not be available from the Contractor, then the Government may require the Contractor to furnish data that is available to assist the Government to obtain such parts from another source. (Also see Special Contract requirement H.3, Substitution Of Equipment.)

H.2 ENGINEERING CHANGES

(a) After contract award, the Contractor is encouraged to - propose independently, engineering changes (aside from those under the Value Engineering Change Program) to the equipment, software specifications, or other requirements of this contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the user, those requirements shall not exceed the contract requirements by more than 25%. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This clause applies only to those proposed changes identified by the Contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the Contractor with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

- (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and
- (5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering Change Proposals (ECPs) submitted to the Contracting Officer will be processed expeditiously. The Government shall not be liable for proposal preparation costs unless the change is accepted by the Government. If the Government proposes to accept a change in part, the portion of the proposal cost to be borne by the Government will be negotiated prior to acceptance of the ECP. The Government shall not be liable for costs for any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any ECP not accepted by the Government within the period specified in the ECP. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.

(d) The Contracting Officer may accept any ECP submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice shall be given by issuance of a modification to this contract. Unless and until a modification is issued to incorporate an ECP under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an ECP submitted pursuant to this clause is accepted and incorporated in to this contract, an equitable adjustment in the contract price and in any other affected provision of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be made in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

(f) The Contractor shall identify, specifically, any information contained in the ECP which the Contractor considers confidential and/or proprietary. The identification of information as confidential and/or proprietary is for information purposes only and, subject to appropriate review by the Government, shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act. (5 U.S.C. 552).

(g) The Government reserves the right to require the rerun of selected portions of applicable tests to verify any ECP.

H.3 SUBSTITUTION OF EQUIPMENT

(a) This clause acknowledges that from time to time some of the contracted for equipment may not be readily available or may permanently go out of production. Based on the authority of this clause, the Contractor may request a permanent substitution of items. Such requests must be made in writing to the Contracting Officer, with a copy going to the Project Officer and the Contracting Officer's Technical Representative (COTR).

(b) The following conditions must be met:

- (1) The replacement item(s) must meet or exceed all the performance capabilities of the items replaced;
- (2) The replacement item(s) must operate in the system with no degradation of system performance;
- (3) The replacement item(s) must be priced at equal or less than the item(s) replaced, including support and maintenance costs;
- (4) The replacement item(s) must be acceptable to the Project Manager; and
- (5) The replacement item(s) must be approved in writing by the Contracting Officer.

(c) The fact that the Contractor has requested a replacement shall not extend the required delivery time of any item. Upon acceptance of a replacement, the Government may, but is not required to, grant a day-for-day extension to the delivery schedule for the time the Government took to approve the replacement. No extension shall be granted in the case of unaccepted proposed replacements.

H.4 SUBSTITUTION OF GOVERNMENT FURNISHED PROPERTY (GFP) FOR PROPOSED EQUIPMENT

(a) The Government reserves the right after contract award to either (1) provide equipment that the Contractor identified for inclusion in the system, should this be advantageous to the Government or (2) specify equipment to replace GFP identified by the Contractor, when it is deemed necessary by the Government to respond to such concerns as supportability and standardization. In the event of GFP being provided by the Government, the Contractor shall incorporate and maintain the GFP provided as part of the system.

(b) Upon notice of a substitution of GFP for the proposed equipment the Contractor shall submit, within 30 days, a proposal indicating any increased or decreased cost and impacts to the system. Any adjustment to the contract will be negotiated and incorporated as a bilateral modification.

H.5 DISCONTINUANCE OF EQUIPMENT MAINTENANCE

(a) The Government may discontinue any maintenance coverage on any maintainable item covered under the terms of this contract by giving the Contractor 60 days written notice prior to the date of discontinuance.

(b) If maintenance service is discontinued under this clause, the Contractor shall be entitled only to payment for maintenance services rendered prior to the effective date of discontinuation. There shall be no additional discontinuation costs due the Contractor for discontinuations effected under this clause.

H.6 CERTIFICATE OF MAINTAINABILITY

(a) At such time as the contract is terminated, expires contractually or is otherwise not extended, or upon request by the Contracting Officer at any time, the Contractor shall issue, within five working days, a "Certificate of Maintainability" for any or all equipment acquired or maintained under this contract.

(b) The certificate shall state that preventive maintenance in accordance with the specifications of the Original Equipment Manufacturer (OEM) has been performed and that the equipment is performing in accordance with the OEM's specifications such that the OEM (or the OEM's successor in interest) commits that it would assume maintenance of the equipment without billing any onetime charges (including but not limited to repair or inspection charges) if such maintenance were assumed effective the day after the

Contractor's performance ceases. The Contractor is responsible for bearing all costs associated with obtaining such certification at no separate charge to the Government.

(c) Should the Contractor fail to issue the required Certificate of Maintainability in accordance with this clause, or should any equipment fail to perform in accordance with the certification, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required maintainable level.

(d) If equipment is acquired under this contract, without maintenance of such equipment being concurrently acquired under the contract, the Contractor shall issue a Certificate of Maintainability for such equipment within five (5) working days after it receives notice of award of the contract. The certificate shall state that the equipment is in such condition that the OEM (or the OEM's successor in interest) commits that it would assume maintenance of the equipment without billing any charges to the Government. All charges required to obtain the requisite performance of the equipment up to the later of the time the equipment is accepted by the Government or the warranty expires, shall be borne by the Contractor. The time the equipment is accepted by the Government is the date that the Government signs the DD 250. The fact that the equipment may have been acquired with a warranty does not relieve the Contractor of its obligations under this subparagraph (d).

H.7 REQUIRED INSURANCE

(a) The Contractor shall procure and maintain insurance during the entire period of performance under this contract, in accordance with FAR 52.228-5, entitled "Insurance - Work on a Government Installation" (see Section I). The following minimum insurance is required:

(1) Worker's Compensation and Employers' Liability Insurance as required by applicable Federal and State workers compensation and occupational disease statutes.

(2) Automobile Liability Insurance: Limits: \$200,000 per person for bodily injury, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage.

(3) Comprehensive General Liability Insurance: Limits: \$500,000 per occurrence, for bodily injury.

(b) Prior to commencement of work hereunder, the Contractor shall

furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government shall not be effective until thirty days after written notice has been given and acknowledged by the Contracting Officer.

H.8 EXERCISING OPTION TO EXTEND SERVICES

The notification required by FAR 52.217-8, Option To Extend Services, shall be given to the Contractor within 30 days prior to contract expiration.

H.9 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY/DATA

Disposition instructions for the Government Furnished Property/Data shall be given to the Contractor at the time the property is declared excess or at the time of final acceptance.

H.10 GOVERNMENT FURNISHED INFORMATION

Government Furnished Information may be specified by Task Order.

H.11 GOVERNMENT FURNISHED PROPERTY

Government Furnished Property, such as remote or Vessel Traffic Center (VTC) sites or Surface Search Radars (SSR), shall be specified by Task Order. The Government will provide VTC facilities and sites for the installation of the system as identified in Task Orders issued under this contract. The Task orders shall identify the following information: location, level of site development, existing equipment, environmental status (if known), and availability date.

H.12 GOVERNMENT FURNISHED SUPPORT

(a) Site Acquisition Support - The Government shall acquire all sites used for VTS systems installation in any port. After the performance of a preliminary site survey selecting the VTC site and the remote sites, by either the Government or the Contractor, the Government shall acquire, through lease or purchase, these sites. After the sites are acquired they shall be provided to the contractor, as specified in the Task Order and Special Contract Requirement H.12 "Government Furnished Property."

(b) Telecommunications Support - Upon identification by the Contractor, and when approved by the Government, the Government shall provide telecommunications services.

(c) Utilities Support - When performing on a developed Government site, the Contractor shall be entitled to use electricity, water, and telephones (local access only) if they exist on the site. If the site does not have these utilities, the Contractor shall be responsible for providing them.

H.13 INCORPORATION OF SECTION K BY REFERENCE

In accordance with FAR 15.406-1(b), Part IV of the Uniform Contract Format, Section K, Representations, Certifications, and Other Statements of Offerors (as completed by the Contractor) shall not be physically included in the contract, but shall be deemed incorporated by reference in the contract.

H.14 PAYMENT OF SUPPORT COSTS

(a) All travel, whether it be within the Continental United States or outside the Continental United States, shall be accomplished by commercial carrier, privately-owned automobile or auto rental and the cost paid by the Contractor. If such commercial transportation is not readily available, transportation will be furnished by the Government, when requested, by means of Government aircraft, vessel or vehicle. In the event the Government agency furnishing such transportation requires payment therefore, the Contractor shall pay the cost thereof and be reimbursed pursuant to the terms of this Section. The Government will reimburse the Contractor for domestic transportation on the basis of actual cost if by commercial or Government carrier, and at the rate no higher than established by the current Joint Travel Regulations.

(b) The travel reimbursable herein includes only that travel (commercial carrier, or private automobile or auto rental) performed from the Contractor's plant to the site of work, between the sites of work, and from the site of work to the Contractor's plant. Travel at U. S. Military Installation where Government transportation is available; travel performed for personal convenience, including daily travel to and from work; will not be reimbursed hereunder. Travel costs incurred in the replacement of personnel will not be reimbursed by the Government to the Contractor when such replacement is accomplished at the Contractor's or employee's convenience.

(c) PER DIEM: The Contractor will be reimbursed for the expense of

meals; lodging; transportation between places of lodging or business and places where meals are taken and any other miscellaneous travel and living expense incurred in the performance of this contract at the per diem rate in effect at the time the travel is conducted. Per diem shall be payable only when the Contractor employee is in an authorized travel status. The per diem rate shall be established in accordance with the Department of Transportation Travel Regulation or company policy provided such a set rate shall not exceed the maximum amount permitted by the Joint Travel Regulations.

H.15 PERSONNEL REQUIRING ACCESS TO GOVERNMENT FACILITY

The Contractor shall provide a list of contractor personnel who require access to installation sites during the course of the contract to the Contracting Officer within 10 days after date of task order award and, if applicable, 15 days prior to the start of installation. If Contractor personnel change during the performance period, the Contractor shall provide a revised list to the Contracting Officer a minimum of five days prior to contractor personnel requiring access to the installation.

H.16 SYSTEM ENGINEERING SUPPORT

SETA Corporation (SETA) provides systems engineering support and IV&V services for this program. Therefore, the Contractor is advised that employees of SETA may assist the Government in performing technical evaluations of deliverables under this contract.

H.17 WARRANTIES OF GOVERNMENT FURNISHED PROPERTY

Per Transportation Acquisition Regulation (TAR) 12.770-3, the Contractor shall not be required to provide the warranty specified in this contract on any Government Furnished Property. The Contractor shall not be required to provide the warranty except for (a) defects in installation and (b) installation or modification in such a manner that invalidates a warranty provided by the manufacturer of the property.

H.18 YEAR 2000 WARRANTY

The contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date data from, into, and between the twentieth and twenty-first centuries including leap year calculations, when

used in accordance with the product documentation. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties the remedies available to the Government under this warranty shall include repair or replacement of any delivered product whose non-compliance is discovered and made known to the contractor in writing within 90 days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

H.19 TASK ORDER PROCEDURES

To place a task order against this contract the following procedure shall be used.

- (1) The Contracting Officer will provide the Contractor with a task order requirement for the specified deliverables, and any applicable terms and conditions, such as CDRs, delivery dates, Government furnished property, etc.
- (2) Within the time specified by the task order requirement, the Contractor shall submit a proposal.
- (3) The Government may accept, negotiate, or reject the proposal. If the proposal is accepted, a unilateral modification shall be issued. If the proposal is negotiated, a bilateral modification will be issued.
- (4) Task orders shall be funded at the time of issuance in the contract modification which incorporates the task order.

H.20 WARRANTY PERIOD

(a) Notwithstanding the provisions of the "Inspection of Supplies" clause of this contract, supplies accepted by the Government are warranted by the Contractor to be free from any defects in material or workmanship and are also warranted to be in conformity with contract requirements for a period of twelve (12) months unless a different warranty exceeding twelve (12) months is specified. The warranty period for CLIN 001, 002, and 003 shall begin the date that CLIN 003 is accepted for a period of twelve months. The word "accepted" as used herein means the execution of the accepted block and signing of a DD Form 250 by an authorized Government representative.

(b) The Government will notify the Contractor of any defects or

requirement nonconformities that are discovered within the warranty period. If the Government so requires within a reasonable time after such notification the Contractor shall expeditiously proceed to correct replace the defective or nonconforming item or part thereof. When the correction or replacement requires transportation of the item or part, the Contractor shall bear all normal commercial costs for shipping to and from the point of correction or replacement. The Government will bear any extraordinary costs of shipping above the normal commercial cost. After acceptance of the replaced or corrected supplies, the Warranty period for the replaced or corrected supplies shall remain in effect for twelve (12) months unless a different warranty exceeding twelve (12) months is specified. If the Government does not require the contractor to correct or replace defective or nonconforming supplies, the Contractor shall repay such portion of the Contract price of the item as is equitable given the circumstances after being notified within a reasonable time of the defect or nonconformance.

(c) Whenever practicable, the Government will, in addition to giving the Contractor notice of any defect or nonconformance, afford the Contractor an opportunity to examine the defective supplied before they are replaced or corrected.

(d) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights otherwise afforded to the Government under this contract.

H.21 AVAILABILITY OF CONTRACT LINE ITEM PRICES FOR CONTRACTS WITH STATE AND LOCAL AGENCIES

The Coast Guard anticipates in the future that state and/or local agencies responsible for vessel traffic services may prefer and have authority and funding to contract independently of the Coast Guard for system integration work on a vessel traffic service. Such conditions and arrangements are considered desirable by the Coast Guard. Insofar as circumstances give rise to such an opportunity, the SIC agrees that the CLIN prices set out in this contract will be made available to any state and local government agency that may offer the SIC a contract to install a vessel traffic service system.

H.22 EXERCISING CONTRACT OPTIONS

The period of performance and time during which Task Orders may be issued for the base period shall not exceed 24 months. The Government may exercise Option Period One during the six month period following the issuance of Task Order No. 3. If during the

24th month of the base period the Government does not issue Task Order No.3, the Contractor is under no obligation to accept any Task Order. The Government may issue Task Orders up through twelve months during subsequent option periods.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS Alternate I (APR 1984)	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION,	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	NEW MATERIAL	MAY 1995
52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG 1996
52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATION	OCT 1995
52.215-26	INTEGRITY OF UNIT PRICES	JAN 1997
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-42	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATION	JAN 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 1997

52.216-18	ORDERING Insert in first blank "date of contract award." Insert in the second blank "September 30, 2006."	OCT 1995
52.216-19	ORDER LIMITATIONS. Insert in the first blank "\$500." Insert in the second blank "three VTS implementations." Insert in the third blank "three VTS implementations." Insert in the fourth blank "30 days." Insert in the fifth blank "10 days."	OCT 1995
52.216-22	INDEFINITE QUANTITY Insert in the first blank "September 30, 2007"	OCT 1995
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT. Insert in the first blank "seven years."	MAR 1989
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
52.219-9	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (MAR 1996)	AUG 1996
52.219-16	LIQUIDATED DAMAGES SUBCONTRACTING PLAN	OCT 1995
52.222-6	DAVIS-BACON ACT	FEB 1995
52.222-7	WITHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	FEB 1988
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	FEB 1988
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATE OF ELIGIBILITY	FEB 1988
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM	APR 1984

	ERA VETERANS	
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAR 1997
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-3	BUY AMERICA ACT- SUPPLIES	JUN 1997
52.225-9	BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENT PROGRAM	JAN 1996
52.225-15	BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT	JUN 1997
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-3	PATENT INDEMNITY	APR 1984
52.227-14	RIGHTS IN DATA GENERAL ALTERNATE II (JUN 1987) ALTERNATE III (JUN 1987)	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS	JUN 1987
52.228-2	ADDITIONAL BOND SECURITY	JUN 1996
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-15	PERFORMANCE AND PAYMENT BONDS- CONSTRUCTION	SEP 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.230-2	COST ACCOUNTING STANDARDS	APR 1996
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-5	ADMINISTRATION OF COST ACCOUNTING STANDARDS	FEB 1995
52.232-1	PAYMENTS	APR 1984

52.232-5	PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS	MAY 1997
52.232-7	PAYMENTS UNDER TIME-AND- MATERIALS-AND-LABOR HOUR CONTRACTS	FEB 1997
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-10	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS	AUG 1987
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JUN 1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	OCT 1995
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR 1984
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE	AUG 1987
52.243-3	CHANGES-TIME-AND-MATERIALS OR LABOR-HOURS	AUG 1997
52.243-7	NOTIFICATION OF CHANGES	APR 1984

52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	FEB 1995
52.244-3	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)	APR 1985
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	DEC 1989
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	JUN 1997
52.248-1	VALUE ENGINEERING	MAR 1989
52.248-3	VALUE ENGINEERING-CONSTRUCTION	MAR 1989
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 1986
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT ENGINEER)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLE AND RELATED SERVICES	JAN 1991
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

NUMBER	TITLE	DATE
1252.223-71	ACCIDENT AND FIRE REPORTING	OCT 1994
1252.237-70	QUALIFICATIONS OF EMPLOYEES	OCT 1994

I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Director of Finance and Procurement of the U.S. Coast Guard and shall not be binding until so approved.

I.3 PATENT INDEMNITY

The patent indemnification as specified in the FAR clause 52.227-3, Patent Indemnity, shall apply only to the following items:

None specified.

I.4 FAR 52.225-5 BUY AMERICA ACT-CONSTRUCTION MATERIALS (JUN 1997)

(a) Definitions. As used in this clause--

"Components" means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b) (1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the excepted construction material or components listed by the Government as follows:

[List applicable excepted materials or indicate "None"]

(3) Other foreign construction material may be added to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) of this clause.

(c) *Request for determination.* (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

[List name, address, telephone number, and contact for suppliers surveyed, Attach copy of response; if oral, attach summary).]
[Include other applicable supporting Information]
[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.5 FAR 52.244-5 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)

(a) Definitions. "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions. "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246):
- (2) 52.22-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.6 FAR 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (DEC 1989) ALTERNATE III (APR 1984)

(a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Defect," as used in this clause, means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies," as used in this clause, means the end items -furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means "data."

(b) Contractor's obligations.

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within 45 days after the system acceptance. Any COTS warranty received will be passed through to the Government.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 15 days after discovery of defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 15 days a recommendation for corrective actions, together with supporting

information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in the contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government.

(1) The rights and Remedies of the Government provided in this clause:

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at a location of contractors choice.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5) (i) The Contracting Officer shall give the Contractor a written notice as required in paragraph (c)(1)(ii) below, specifying any failure or refusal of the Contractor to:

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the

Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise:

(i) Obtain detailed recommendations for corrective action and either:

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(7) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS**

ATTACHMENT NO.	TITLE	NO OF PAGES
0001	Statement Of Work	37
0002	Specification	40
0003	Task Order No. 1	17
0004	Task Order No. 2	11
0005	Task Order No. 3	16
0006	Past Performance Questionnaire	3
0007	CLIN Traceability Matrix	1
0008	Contract Data Requirements List	32
0009	Labor Category Descriptions	7
0010	Summary Sheet for Facilities Construction Cost.	6
0011	Labor Rate Template	6
0012	Virtual Library List	6
0013	Historically Black Colleges and Universities	22
0014	Cost Model of Total Evaluated Cost	2

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1995)

(a) The Offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the Offeror deletes or modifies subparagraph (a)(2) of this provision, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all

recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and healthcare services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The Offeror represents that it [] is, [] is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each Offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification

or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The Offeror or quoter, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the Offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.8 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

**K.9 52.215-38 PREPARATION OF OFFERS - CONSTRUCTION.
(JAN 1991)**

- (a) Offerors must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing an offer must initial each erasure or change appearing on any offer form.
- (b) The offer form may require Offerors to submit offer prices for one or more items on various bases, including-
- (1) Lump sum offer;
 - (2) Alternate prices;
 - (3) Units of Construction; or
 - (4) Any combination of subparagraphs (b)(1) through (b)3) of this provision.
- (c) If the solicitation requires an offer on all items, failure to do so will disqualify the offer. If an offer on all items is not required, Offerors should insert the words "no offer" in the space provided for any item on which no price is submitted.
- (d) Alternate offers will not be considered unless this solicitation authorizes their submission.

**K.10 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(JAN 1997)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8711.

The small business size standard is no more than \$2.5 million average annual receipts for an Offeror's preceding 3 fiscal years.

The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The Offeror represents as part of its offer that it [] is, [] is not a small business concern.

(Complete only if Offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(Complete only if Offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of a fine, imprisonment, or both; Be subject to administrative remedies, including suspension and debarment; and Be ineligible for participation in programs conducted under the authority of the Act.

**K.11 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES
(APR 1984)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement
for Certifications of Nonsegregated Facilities.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APR 1984)**

The Offeror represents that -

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;65

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations, indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that -

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

K.14 52.223-1 CLEAN AIR AND WATER (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the Offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.16 52.225-1 BUY AMERICA CERTIFICATE (DEC 1989)

The Offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act - Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country Of Origin
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

Offerors may obtain from the Contracting Officer a list of articles, materials, and supplies excepted from the Buy America Act.

K.17 CONGRESSIONAL INFORMATION

The following information shall be provided by the Offeror, and all proposed subcontractors or teaming Contractors:

- (1) Home Office Congressional District: _____

- (2) Principal Place of Performance of the work required under the resulting contract (City and State):

- (3) Congressional District of the Principal Place of Performance: _____

- (4) Name(s) and Party(s) of Congressional Representative:

(INDICATE COMPANY NAME ON LINE ABOVE)

**K.18 52.225-8 BUY AMERICAN - TRADE AGREEMENTS - BALANCE OF
PAYMENTS PROGRAM CERTIFICATE (JAN 1994)**

(a) The offeror hereby certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, North American Trade Agreement (NAFTA) country, or a Caribbean Basin country as defined in section 25.401 of the Federal Acquisition Regulation.

(b) Excluded end products:

Line Item No	Country Of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offerors will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(1) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program:"

[Insert line item numbers]

(2) The offeror certifies that the following supplies qualify

as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act Trade Agreements - Balance of Payments Program:"

[Insert line item numbers]

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

**K.19 52.227-15 REPRESENTATION OF LIMITED RIGHTS AND
RESTRICTED COMPUTER SOFTWARE (JUN 1987)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the later clause, a Contractor may withhold from delivery data that qualify as limited rights data or or restricted computer software, and deliver form, fit and function data in lieu thereof. The latter clause also may be used with its *Alternates II* and/or *III* to obtain delivery of limited rights data or restricted computer software marked with limited rights or restricted rights notices as appropriate. In addition, use of *Alternate V* with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data -- General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)-

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data - General."

**K.20 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND
CERTIFICATION (APR 1996)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address
of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address
of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection

with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

The solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	TITLE	DATE
52.204-6	CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	DEC 1996
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.214-15	FAILURE TO SUBMIT OFFER	MAY 1997
52.215-16	CONTRACT AWARD Alternate I (OCT 1995) Alternate II (OCT 1995)	OCT 1995
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIAL	MAY 1997

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) PROVISIONS

NUMBER	TITLE	DATE
[RESERVED]		

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-quantity-indefinite-delivery contract with firm-fixed-price and fixed price time and material CLINs resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulations, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer, Catherine Martindale.

Address:

Commandant (G-ACS-4)
U. S. Coast Guard Headquarters
2100 Second Street, S.W.
Washington, DC 20596-0001

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 52.237-1 SITE VISIT (APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.5 ACCESS TO USCG HEADQUARTERS BUILDING

The USCG Headquarters building, 2100 Second Street, SW. Washington, DC, is a controlled access building. If you intend to hand carry your proposal, prior arrangements for access must be made by contacting the Contracting Officer at least one work day prior to the date you require access. It is your responsibility to ensure that proposals are delivered by the due date and time required in the solicitation.

L.6 GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

These instructions prescribe the format of proposals and describe the approach to be used in the development and presentation of proposal information. Proposals must be prepared in accordance with these instructions, providing all required information in the format specified. Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

Each Offeror's proposal in response to this solicitation shall include an oral presentation and a written submission.

L.7 ORAL PRESENTATION

L.7.1 GENERAL

Each Offeror must make an oral presentation to U. S Coast Guard representatives. The purpose of the oral presentation is to evaluate and assess the depth, breadth and scale of the Offeror's demonstrated experience; the Offeror's understanding of the requirements; and the Offeror's proposed approach to meet the VTS System requirements.

Presentations must be responsive to this solicitation and include all the information Offerors want considered for evaluation. Information provided to the Coast Guard in advance of the issuance of this solicitation will not be used in the evaluation unless explicitly included in an Offeror's oral presentation or written submission.

L.7.2 ORAL PRESENTATION SCHEDULE

The Contracting Officer will schedule the oral presentations and will notify each Offeror of the date and time of its oral presentation after the Government receives the offer in response to this RFP. The sequence of the presentations will be assigned at random. The Contracting Officer will notify each Offeror of their scheduled date for their oral presentation soon after receipt of offers. The first oral presentation will be scheduled no earlier than January 5, 1998.

Oral presentations will not exceed two hours, excluding scheduled introductions, breaks, clarification session and cost proposal overview. Each Offeror will be given up to 15 minutes to introduce the attendees and make opening remarks. This will be followed by a

one hour presentation, followed by a 20 minute break, one hour of presentation, a 20 minute break, then a 30 minute clarification session, then a 30 minute cost proposal overview.

The Contracting Officer will provide additional instructions for oral presentations with the notification. Oral presentations will be made at the Government's facility at Coast Guard Headquarters, 2100 2nd Street, SW, Washington, DC 20593. The Government reserves the right to reschedule an Offeror's presentation.

L.7.3 ORAL PRESENTATION ATTENDANCE

Each Offeror is allowed a maximum of five attendees. The presenter for the Cost Proposal Overview, should be the primary author of the cost proposal.

L.7.4 ORAL PRESENTATION MEDIA

Offerors may use only overhead transparencies (slides) to document the key points of the presentation. No other media may be used. The Government will provide an overhead projector for the Offeror's use during the presentation. The Offeror may not use or submit any other media or documents. The Offeror must submit a set of overhead transparencies and a paper copy of the presentation slides to the Government with its Technical Volume Proposal submission. The Offeror shall not include narrative discussions (i.e. note pages) with the slides. Immediately before the presentation, the Contracting Officer will give the transparencies to the Offeror for their use during the presentation.

Text slides must not exceed ten lines per slide in addition to the heading. There are no limitations on graphs, tables or charts that appear in slides. Slides shall be sequentially numbered. There is no limit to the number of overhead transparencies that an Offeror may use during the oral presentation. Only those slides presented during the two hour presentation will be considered for evaluation. Any additional slides, over and above those presented will be returned to the Offeror and will not be evaluated as part of this source selection.

L.7.5 ORAL PRESENTATION RECORDING

The Offeror may not record (audio nor video) during their presentation. However, the Government will videotape each Offeror's oral presentations for its own use and records. The Offeror will be provided a videotape of the presentation after contract award. These recordings are considered part of the

Offerors proposal and not releasable under the Freedom of Information Act.

L.7.6 ORAL PRESENTATION CONTENT

During the two hour oral presentation, Offerors shall address the following topics in the order in which they are listed:

PROJECT AND RISK MANAGEMENT

1. Address how many VTS integration and installation efforts you have managed.
2. Address your experience in and approach to managing multifaceted projects including the number of such projects you have managed.
3. Address your experience in risk management including your risk management processes.
4. Address your experience in and selecting and managing subcontractor teams. Include the number of such teams you have managed.
5. For this procurement, describe your team's geographical work locations and how you intend to interface with the Government. Describe each subcontractor's responsibilities on the program.

SUPPORTABILITY

1. Address your experience in providing system support, hardware and software maintenance, system upgrades, training, and logistics on similar projects. Include the number of customers you support.
2. Address the issues and challenges associated with supportability with respect to PAWSS requirements including how the Availability requirement (Specification paragraph 3.8.3) will be met.
3. Address your approach to system maintenance and controlling life cycle costs.

AUTOMATED IDENTIFICATION SYSTEMS

1. Address your experience with Automatic Identification Systems (AIS), including your understanding of the Government's requirements for AIS within a VTS. Include how many AIS you have integrated in VTS systems.
2. Address your approach to implementing AIS with respect to the technical standards contained in Document 8/1015-E titled, Draft Revision Of Recommendation ITU-R M.825-1 dated 3 July 1997.

HUMAN SYSTEM INTERFACE (HSI)

1. Address your experience with human-system interface (HSI) in vessel traffic services, including the number and scope of similar projects you have managed.
2. Address your understanding of and approach to meeting the Government's requirements with regard to HSI in a vessel traffic center.
3. Address your approach to meeting HSI requirements with respect to equipment design, layout and ease of use.

COMMUNICATION INFRASTRUCTURE

1. Address your experience in providing voice and data communication in VTS systems. Include how many VTS communication systems you have installed.
2. Address your understanding of the Government's requirement for minimizing VTS and shipboard voice communications.
3. Address your technical approach to meeting the PAWSS communication infrastructure requirements.

RADAR AND OTHER SENSORS

1. Address your experience in integrating marine radar and other sensors in the Vessel Traffic Service (VTS) environment. Include how many radar and other sensors systems you have installed in VTS system(s).
2. Address your understanding of the technical issues and challenges associated with integrating shore based radar and other sensors in a VTS decision support system.
3. Address your approach to meeting PAWSS requirements for integrating multiple radars and integrating other sensors.

During the 30 minute cost proposal overview, Offerors shall address the following:

COST PROPOSAL OVERVIEW

1. Address the format and content of the cost proposal. Include a detailed description supporting documentation.
2. Address ground rules, assumptions, and any information which aids understanding of the Offeror's cost proposal.
3. Address any exceptions taken to instructions provided in the RFP and each qualification in the Cost/Price Volume.

L.8 INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF WRITTEN PROPOSALS

Each Offeror's written proposal, submitted in response to this solicitation shall be in three volumes; Technical, Business, and Cost/Price. Each volume of the proposal shall be submitted in the following quantities:

- (a) Technical Volume:
 - 1 - Original including Oral Presentation Transparencies
 - 6 - Copies without Oral Presentation Transparencies
- (b) Business Volume:
 - 1 - Original
 - 6 - Copies
- (c) Cost/Price Volume
 - 1 - Original

5 - Copies

A cover letter will transmit the proposal to the USCG. This letter will have at least three enclosures:

- (1) A table of contents and index of the entire proposal.
- (2) Restrictions for handling proprietary data.
- (3) The Offeror's Acronyms and Phrases

The Technical, Business, and Cost volumes shall be submitted no later than the date and time specified in section A of this RFP. The Government reserves the right to incorporate into the resulting contract, in whole or in part, any information submitted in the Offeror's written proposal.

L.8.1 FORMAT AND CONTENT FOR THE TECHNICAL VOLUME

This volume of the proposal shall consist of the information described below, including a table of contents. NO COST OR PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME.

L.8.1.1 ISO 9001 CERTIFICATION

Each Offeror shall include in the proposal submission a current ISO 9001 Certificate for the proposed prime contractor. In lieu of an ISO 9001 Certification, a copy of a signed and dated application for ISO 9001 certification and a letter of certification that a Software Capability Evaluation (SCE) of the proposed prime contractor has been conducted after June 1, 1996 and resulted in a Level three rating (or higher) must be submitted. The SCE must have been performed by an evaluation team outside the prime contractor's organization that was trained in conducting an SCE by the Software Engineering Institute (SEI) or was trained by an SEI authorized source of SCE training.

L.8.1.2 PAST PERFORMANCE

Each Offeror shall submit the past performance questionnaire, in accordance with Section J, Attachment 6, which provides complete format and content instructions.

L.8.1.3 VTS SYSTEM

Each offer shall submit a system block diagram and a detailed system description. The system block diagram shall not exceed three pages. The system description shall not exceed three pages. The material submitted pursuant to this section is not for evaluation purposes, but may be incorporated into the Contract in full text.

L.8.1.4 ORAL PRESENTATION SLIDES

Each Offeror shall submit the set of overhead transparencies for the Oral Presentation and one paper copy. The slides shall be submitted in accordance with Section L.7.4, which provides complete format and content instructions.

L.8.1.5 SYSTEM DEMONSTRATION

The Offeror selected for contract award will be required to conduct a successful system demonstration in order to receive award. The Offeror shall identify the specific location of the system demonstration and provide a demonstration script which describes how the Offeror will address the capabilities specified in Section M.5. The Offeror will be given seven days notice prior to commencement of the demonstration. The Offeror will have one business day to successfully demonstrate the proposed system. The Government reserves the sole right to waive the system demonstration.

L.8.2 RESERVED**L.8.3 FORMAT AND CONTENT FOR BUSINESS VOLUME****L.8.3.1 FRONT MATTER**

Provide a cover page, volume table of contents, and a list of tables and figures.

L.8.3.2 MODEL CONTRACT

This part of the proposal shall include a complete copy of the proposed contract. Section A (SF 33) shall be provided with all

blanks completed in the Offer Section of the form completed and an original signature by an authorized official of the company, on all copies. Section B through K shall have all appropriate blanks completed and a signature by appropriate company officials where required.

L.8.3.3 FINANCIAL CAPABILITY

The Offeror shall provide a copy of their most recent annual financial statement and a copy of their most recent quarterly (or other partial year) financial statement. The Offeror shall provide information deemed relevant to their proposal to demonstrate their ability to perform the requirements from a financial point of view. Similar information is to be provided on major subcontractors included with the offer.

L.8.3.4 DISCLOSURE OF CONFLICT OF INTEREST

Provide the statement required by TAR Clause 1252.209-71 incorporated into the solicitation by reference in L.1.

L.8.3.5 FREEDOM OF INFORMATION ACT RELEASE

Provide a letter detailing and justifying the Offeror's position concerning release of the Offeror's proposal under the Freedom of Information Act.

L.8.3.6 SUBCONTRACTING PLAN

Provide the Offeror's Small Business and Small Disadvantaged Business Subcontracting Plan in accordance with FAR 52.219-9.

L.8.3.7 EXCEPTIONS

In this section, the Offeror shall identify those requirements, terms and conditions to which exception is taken.

L.8.4 FORMAT AND CONTENT FOR THE COST VOLUME**L.8.4.1 RESERVED****L.8.4.2 GENERAL INFORMATION:**

All cost and pricing information submitted in response to these cost proposal instructions will be treated as business confidential. Except for **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**, none of this information will be disclosed outside of the Government.

The cost/price proposal must be a self-contained document, not relying on any other volumes for information. The cost/price proposal must be mathematically correct and all parts must also tie in with other parts in a numerically consistent manner. The cost/price proposal must correlate with the technical proposal in a logical and consistent manner.

L.8.4.3 COST OR PRICING INFORMATION

All cost or pricing information shall be addressed **ONLY** in the **Cost/Price Proposal**. We anticipate adequate competition and are not requesting Cost and Pricing Data at this time.

L.8.4.4 OTHER THAN COST OR PRICING INFORMATION REQUIREMENTS

In accordance with FAR 15.804-5 and 15.805-6, information other than cost or pricing data is required to support price reasonableness and cost realism. Such information shall be submitted using SF 1448. Information shall be provided in accordance with the tailored formats specified hereunder. Use of Offeror's formats are encouraged providing that all the required information is made available. This information is not considered cost or pricing data and thus certification is not required in accordance with FAR 15.804-4. Information submitted on the SF 1448 shall be prepared following the instruction in FAR 15.804-6, Table 15-3. If after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.804-3 apply, the Offeror shall be required to submit cost or pricing data.

L.8.4.5 COST CREDIBILITY

These instructions are to assist you in submitting information other than cost or pricing data which is required to evaluate the

reasonableness, realism and completeness of your proposed cost/price. ***Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal.*** Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has made an unrealistic proposal. Offers should be sufficiently detailed to demonstrate their cost credibility. ***The burden of proof for cost credibility rests with the Offeror.***

L.8.4.6 ESTIMATING TECHNIQUES AND METHODS

When responding to the Cost/Price Volume requirements in the RFP, the Offeror and their associated subcontractors may use any generally accepted estimating technique, including contemporary estimating methods (such as Cost-to-Cost and Cost-to-Non-Cost Estimating Relationships (CERs); commercially available parametric cost models; in-house developed parametric cost models; etc.), to develop their estimates. Refer to FAR 15.804-6, Table 15-3 "Instructions for Submission of Information Other than Cost or Pricing Data". If necessary, reasonable and supportable allocation techniques may be used to spread hours and/or cost. The Offeror's use or non-use of parametric estimating techniques for this proposal will not be a factor (positive or negative) in the evaluation of the Offeror's response to the RFP.

L.8.4.7 COST/PRICE VOLUME ORGANIZATION

The cost/price volume shall consist of the following sections:

- | | |
|------------------|---|
| <u>SECTION 1</u> | Table of Contents, summary sheet, overview and any changes to the estimating, purchasing, or accounting system practices, and the Optional Offeror's cost model on computer disk. |
| <u>SECTION 2</u> | SF 1448s and supporting data in the Offeror's format. The Offeror shall submit a SF 1448 for the total program identifying each separately-priced CLIN and SubCLIN (FAR 15.804-6). |
| <u>SECTION 3</u> | Cost Format #1 for all FFP CLINs and supporting data, Cost Format #2 for Facility Construction CLINs (CLINs 101, 201, 301, 401, 501, and 601), and Cost Format #3 for Fully Loaded Labor Rate CLINs (CLINs 102, 103, 104, 202, 203, 204, 302, 303, 304, 402, 403, 404, 502, 503, 504, 602, 603, 604). |

(Refer to paragraph L.8.4.15, L.8.4.16, and L.8.4.17 below)

SECTION 4 Other information which helps present the Offeror's proposal, such as GFP/GFE, long lead costs, termination costs, development/production schedule, inflation rate summary and explanation, and special tooling/test equipment. List each exception to the ground rules and assumptions provided in the RFP and each qualification in the cost/price volume, if any, and provide complete rationale.

L.8.4.8 TABLE OF CONTENTS

The cost/price volume shall be prefaced by a Table of Contents and shall specify, by page number, where each cost/price format and each piece of narrative data is located.

L.8.4.9 SUMMARY SHEET

Include a summary sheet with the following information:

- Name and address of the Offeror
- Name and phone number of individual who can respond to cost clarifications
- Summary schedule of the total dollar amount of the Firm-Fixed-Price CLINs (inclusive of Options)
- DCAA point of contact and phone number

L.8.4.10 ROUNDING

All dollar amounts provided shall be rounded to the nearest dollar.

L.8.4.11 COST/PRICE VOLUME OVERVIEW:

The cost/price volume overview shall provide comprehensive narrative support for the Offeror's estimating methodology utilized in providing the cost/price formats as required IAW paragraphs L.8.4.15 through L.8.4.17 below. This overview, as a minimum, shall include:

L.8.4.11.1 ESTIMATING METHODOLOGY:

(a) Summary of Estimating System: Provide a summary description of your standard estimating system or methods. The summary description shall cover separately each major cost element (e.g., Direct Material, Engineering Labor, Manufacturing Labor, Indirect Costs, Other Direct Costs, Overhead, G&A, etc.). Also, identify any deviations from your standard estimating procedures in preparing this proposal volume. Indicate whether you have Government approval of your system and if so, provide evidence of such approval.

(b) Purchasing System: Provide a summary description of your purchasing system or methods (e.g., how material requirements are determined, how sources are selected, when firm quotes are obtained, what provision is made to ensure quantity and other discounts). Also, identify any deviations from your standard procedures in preparing this proposal. Indicate whether you have Government approval of your system and if so, provide evidence of such approval.

(c) Management Reduction: If proposed costs have been decreased due to a management reduction, provide a cost element summary and complete rationale.

(d) Accounting System: Provide a summary of your standard accounting system, including the start and end dates of your fiscal year. Please indicate whether DCAA has determined your system adequate to accumulate costs under a time-and-material type contract. If so, provide evidence of such approval.

L.8.4.11.2 REVIEWED AND APPROVED RATES

State whether or not the proposed labor and overhead rates have been reviewed by the cognizant Administrative Contracting Officer and identify any ACO approved forward pricing rate agreements. If the proposal includes any deviation from your normal forward pricing labor, overhead rates, or your normal bidding rates, state whether or not a formal change has been submitted to the cognizant Administrative Contracting Officer and the disposition of the request.

L.8.4.12 APPLICABILITY TO SUBCONTRACTORS

The cost data requirements outlined in these instructions apply to each subcontractor and/or interdivisional transfer with a cost

estimate of (1) \$1,000,000 or more, or (2) both more than the pertinent threshold set forth at FAR 15.804-2(a)(1) and more than 10% of the prime contractor's proposed price, or (3) considered to be necessary for adequately pricing the prime contract, to the same extent that they apply to the Prime Offeror. If work is to be performed by one or more divisions or subsidiaries within the prime corporation, each division or subsidiary shall submit a separate set of cost data for its portion of the effort.

L.8.4.13 STRUCTURE OF COST MODELS

The Offeror is requested to voluntarily submit an electronic cost/price model in support of their proposed price. Any cost/price model submitted must be consistent with your approved estimating system and must duplicate the logic and mathematical formula reflected in the paper copy of your proposal. Cost/price models voluntarily submitted shall comply with the following format requirements:

- (a) Data file shall be submitted on 3 1/2", double-sided/high density (1.44 Mb) diskettes.
- (b) Data files/diskettes shall be accessible by an IBM AT compatible computer running Windows 3.1, or later.
- (c) Data file shall be .XLS file format (MS-Excel, Release 4.0 or later) compatible format.

L.8.4.14 INFORMATION OTHER THAN COST OR PRICING DATA TO BE PROVIDED

- (a) Commonality With Other Programs. Any cost reductions made in your proposal that are attributed to commonality with other programs, company-funded efforts, or capitalization of equipment must be supported with the following:

(1) Commonality	Identify the specific program(s) and why it is applicable. Address the cost allowability and allocability of this action per FAR and your Ost Accounting Standards (CAS) disclosure statement.
(2) Company Funded Efforts	Identify the specific efforts, the planned start and end dates, the applicability to the current solicitation, the source of company funding and how you plan to account for or allocate these costs in accordance with generally accepted accounting principles, and your CAS Disclosure Statement, if applicable.
(3) Capital Equipment	Identify the specific item(s) capitalized and what other applications exist for the equipment, provide corporate approvals for each action, address the cost allowability and allocability of the action per the FAR and your CAS disclosure statement.

(b) Escalation Rates. Identify the escalation rates (by applicable accounting period) used for materials, purchased equipment, subcontracts and labor. Describe the basis of the escalation rates and explain why they should be considered reasonable.

(c) Cost Summary by Cost Elements. In order for the Government to determine cost reasonableness and cost realism, Offerors shall provide cost information for each CLIN/SubCLIN delineated below in the applicable format as described in L.8.4.15, L.8.4.16, and L.8.4.17:

Other than Cost and Pricing Data Required by the Government				
		Format Type		
<u>CLIN</u>	<u>CLIN Description</u>	<u>#1</u>	<u>#2</u>	<u>#3</u>
001	Task Order No. 1	X		
002	Task Order No. 2	X		
003	Task Order No. 3	X		
101	Facilities Construction		X	
102	Software Modifications			X
103	Port/Site Surveys			X
104	Facilities Planning and Design			X
105	VTIS Implementation	X		
106	Radar	X		
107	Camera	X		
108	Additional Workstation	X		
109	Support for VTIS System	X		
201	Facilities Construction		X	

202	Software Modifications			X
203	Port/Site Surveys			X
Other than Cost and Pricing Data Required by the Government (Cont'd)				
204	Facilities Planning and Design			X
205	VTs Implementation	X		
206	Radar	X		
207	Camera	X		
208	Additional Workstation	X		
209	Support for VTs System	X		
301	Facilities Construction		X	
302	Software Modifications			X
303	Port/Site Surveys			X
304	Facilities Planning and Design			X
305	VTs Implementation	X		
306	Radar	X		
307	Camera	X		
308	Additional Workstation	X		
309	Support for VTs System	X		
401	Facilities Construction		X	
402	Software Modifications			X
403	Port/Site Surveys			X
404	Facilities Planning and Design			X
405	VTs Implementation	X		
406	Radar	X		
407	Camera	X		
408	Additional Workstation	X		
409	Support for VTs System	X		
501	Facilities Construction		X	
502	Software Modifications			X
503	Port/Site Surveys			X
504	Facilities Planning and Design			X
505	VTs Implementation	X		
506	Radar	X		
507	Camera	X		
508	Additional Workstation	X		
509	Support for VTs System	X		
601	Facilities Construction		X	
602	Software Modifications			X
603	Port/Site Surveys			X
604	Facilities Planning and Design			X
605	VTs Implementation	X		
606	Radar	X		
607	Camera	X		
608	Additional Workstation	X		
609	Support for VTs System	X		

L.8.4.15 Format #1 Cost Summary by Cost Elements - Firm-Fixed-Price

As a minimum, provide a cost summary by major cost elements for each CLIN and SubCLIN using the format shown below:

COST ELEMENT	TOTAL
Prime Hours	
Inter-divisional hours	
Subcontractor hours	
Total Hours	
COST ELEMENT	TOTAL
Direct Labor Costs	
Overhead @ ____ %	
Material Costs	
Subcontract Costs	
Interdivisional Costs	
Other Direct Costs	
Subtotal	
G&A @ ____ %	
Subtotal of Estimated Cost	
Facility Capital Cost of Money @ ____ %	
Profit/Fee @ ____ %	
Total Price	

L.8.4.15.1 Cost REASONABLENESS RATIONALE:

Provide rationale to support cost reasonableness, realism, and completeness. Additionally, explain the methodology used to estimate each cost element. As a minimum, provide the following information for each cost element. If a portion of the required information is not applicable for a particular cost element, so state.

(a) PAST EXPERIENCE BASED ESTIMATES:

Where cost estimates are based upon past experience, identify the past experience, explain how the past experience relates to the current effort, including similarities and differences, and how cost data available from the past experiences was adapted to the current effort.

(b) LEARNING CURVE ESTIMATES:

Where cost estimates are based upon learning/improvement curve applications, identify the specific area subject to learning, the curve hypothesis (unit or cumulative) and the slope of the curve as a percent. Also, identify the data used to develop the slope and

explain how this data related to the current effort and how entry on the learning curve was attained (i.e., how the first unit cost was derived).

L.8.4.15.2 SCHEDULE OF HOURS BY LABOR SKILL MIX AND HOURLY AMOUNTS

Submit a schedule showing total proposed hours summarized by labor skill mix for each CLIN utilizing Format #1. This schedule is to include (but separately identify) subcontractor(s) and inter-divisional transfer hours. In addition, provide labor classification statements for each category of labor proposed (prime, subcontracts, and inter-divisional) describing position qualifications (education, years of experience, etc.). Provide a schedule of the labor rates of all the proposed labor categories.

L.8.4.15.3 MAJOR MATERIAL ITEMS AND OTHER DIRECT COSTS

Submit a listing of each major material item and/or other direct cost with an extended value exceeding \$1,000 in the proposal to the Government for each CLIN utilizing Format #1. Show the nomenclature, part number, quantity required, unit price, and extended price. For travel costs, indicate the location(s) visited, number of personnel traveling, number of trips, number of days, etc..

L.8.4.15.4 PROBABLE SUBCONTRACTORS

Submit a listing of the proposed probable subcontractors and inter-divisional transfers showing (a) the supplier, (b) description of effort, (c) type of contract, (d) price and hours proposed by each, and (e) price and hours included in prime's proposal to the Government for each CLIN utilizing Format #1.

L.8.4.15.4.1 SUBCONTRACTOR PROPRIETARY COST DATA

If any cost data is considered "proprietary" by a subcontractor, the data shall be submitted under separate cover directly to the Contracting Officer. This data must be submitted by the same date and time the prime contractor's proposal is due. However, nothing in this paragraph shall limit a subcontractor's obligation under FAR 15.806 to submit cost or pricing data to the prime contractor when required by law or regulation.

L.8.4.15.5 INTERDIVISIONAL ITEMS AT OTHER THAN COST

For inter-divisional transfers at other than cost, identify each item by source, quantity, unit price and total price and provide your review of the effort. If such items meet the standards for exceptions from submittal of cost or pricing data required per FAR

15.804-1, cite the exception and present satisfactory evidence to the Contracting Officer that the exception applies. Also explain, in summary, how the inter-divisional effort relates to the overall effort and why the inter-divisional cost can be considered reasonable.

L.8.4.16 FORMAT #2 COST SUMMARY BY COST ELEMENTS - FACILITY CONSTRUCTION

Due to the different geographical regions in which facility construction could occur, we are requesting that only a "Fixed Composite Overhead Rate" be proposed for both labor costs and material costs. These overhead rates will be applied to the estimated local prevailing labor costs (utilizing Davis-Bacon Wage determinations) and the estimated costs of materials for facility construction for negotiating a Firm-Fixed-Price type contract for any task order awarded under these CLINS (CLINS 101, 201, 301, 401, 501, and 601). At this time, neither the location(s) nor number of task orders under these CLINS can be ascertained. Provide a cost summary for the Fixed Composite Overhead Rate and Fixed Fee rate proposed for each option period. For estimating purposes, we have provided an amount for the estimated Davis-Bacon wages and material costs to be utilized in the calculations. The format used to compute the composite overhead rates shall be similar to the following format:

In addition to, or in lieu of, the following format, the Offeror shall complete the "Summary Sheet for Facility Construction Costs" for each option period (Section J, Attachment 10). These summary sheets utilize escalated dollars for both estimated labor and material costs, and will be further utilized in formulating a total evaluated price per the instructions in Section M based upon the proposed Fixed Composite Overhead Rates for each option period. If any rate proposed is not in accordance with any previous indirect rate submission (Section L.8.4.11.2 above), provide a complete rationale for the difference and complete supporting details and calculations supporting this different rate.

Calculations of Fixed Composite Overhead Rates - Option Period _____	
Assumed Construction Labor utilizing Davis-Bacon Wages	\$ 100,000 *
Loading Factors (Provide rate as a function of direct labor):	
Fringe Rate _____	%
Overhead Rate _____	%
Other (Identify) _____	%
Loading Factor Costs (Rate(s) above times \$100,000*)	\$ _____
Subtotal of Labor and Labor Overhead	\$ _____
G&A Rate _____	%
G&A Cost (G&A Rate times Subtotal)	\$ _____
Total Cost (Subtotal and G&A costs)	\$ _____
Fixed Composite Overhead Rate (Total Cost/\$100,000*) corresponds to SubCLIN x01A in Section B	_____ %
Assumed Construction Materials \$ 100,000 *	
Loading Factors (Provide rate as a function of material):	
(Identify) _____	%
(Identify) _____	%
Loading Factor Costs (Rate(s) above times \$100,000*)	\$ _____
Subtotal (Material costs and Overhead Costs)	\$ _____
G&A Rate _____	%
G&A Cost (G&A rate times Subtotal)	\$ _____
Total Cost (Subtotal plus G&A costs)	\$ _____
Fixed Composite Overhead Rate (Total Costs/\$100,000*) corresponds to SubCLIN x01B in Section B	_____ %
* \$100,000 is assumed for estimating purposes only (in 11/30/97 Dollars).	

L.8.4.17 FORMAT #3 COST SUMMARY BY COST ELEMENTS - LOADED LABOR RATES

CLINs for software modification, port/site surveys, and facilities planning and design are expected to be awarded on a Time-and-Material (T&M) basis utilizing Section B pricing. The minimum education and experience requirements for each labor category is detailed in Section J, Attachment 9. For determining cost reasonableness and cost realism, provide the cost element breakdown for each option period as follows:

Loaded Labor Rate Calculations - Option Year _____							
Labor Escalation Rate _____ %							
Labor Category	Direct Labor Rate	Overhead Cost @ _____ %	Subtotal Labor & O/H Cost	Sub-Contractor Rate	G&A Costs @ %	Fee @ %	Fully Loaded Rate
Sr. Computer System Analyst							
Computer System Analyst							
Sr. Software Engineer							
Application Programmer							

Software Engineer							
<u>Labor Category</u>	<u>Direct Labor Rate</u>	<u>Overhead Cost @ _____ %</u>	<u>Subtotal Labor & O/H Cost</u>	<u>Sub-Contractor Rate</u>	<u>G&A Costs @ %</u>	<u>Fee @ %</u>	<u>Fully Loaded Rate</u>
Database Management System Specialist							
Documentation Specialist							
Sr Commercial Comms Engr							
Sr Communications Analyst							
Communications Technician							
Technical Editor							
Word Processor							
Illustrator/Draftsman							
Civil Engineer							
Electrical Engineer							
Mechanical Engineer							
Chemical Engineer							
Structural Engineer							
Sanitary Engineer							
Environmental Engineer							
Soils Engineer							
Engineering Technician							
Architect							
Estimator							
AutoCad Drafter							
Specification Writer							
Clerical							
Scientist							
Biologist							
Environmental Planner							

In addition to, or in lieu of, the above format, the Offeror shall complete the "Summary Sheet for Fully Loaded Labor Rates and Estimated Labor Costs" for each option period (Section J, Attachment 11). These summary sheets utilize an estimated amount of hours by labor category to be further utilized in formulating a total evaluated price per the instructions in Section M based upon the proposed fully loaded labor rate for each option period. The use of these hours are not a projection of future requirements nor a guaranteed minimum. The sole purpose of utilizing these hours is to serve as a pricing model based upon the proposed fully loaded labor rates. If any indirect rate proposed is not in accordance with any previous indirect rate submission (Section L.8.4.11.2 above), provide a complete rationale for any rate difference and provide the supporting details and calculations supporting this different rate.

L.8.4.17.1 UNCOMPENSATED OVERTIME

As a separate item, state whether any rates are proposed on the basis of "uncompensated overtime." Uncompensated overtime refers

to hours worked in excess of an average of 40 hours per week without additional compensation by direct charge employees. If so, include a copy of your policy with your proposal and show how the rates were calculated. Also provide the number of hours your compensation system considers to be a standard productive labor year (i.e. the total available hours in a year less allowances for holiday, sick leave, vacations, and any other leave).

L.8.4.17.2 SUBCONTRACTOR LABOR RATES

Any subcontractor or lower-tier subcontractors providing the required labor categories must also complete the summary sheets and further identify the cost elements as those of the Subcontractor. If any cost data is considered "proprietary" by a subcontractor, the data shall be submitted under separate cover directly to the Contracting Officer. This data must be submitted by the same date and time the prime contractor's proposal is due. However, nothing in this paragraph shall limit a subcontractor's obligation under FAR 15.806 to submit cost or pricing data to the prime contractor when required by law or regulation. The subcontractor shall provide a narrative of the methodology used to estimate their costs, and provide copies of any forward pricing rate agreements and the DCAA point of contact.

Section M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR 1984

M.2 AWARD BASED ON GREATEST VALUE TO THE GOVERNMENT

The Government will award to the Offeror whose proposal offers the greatest value to the Government in terms of performance and cost, as determined by evaluation of proposals in accordance with the established evaluation criteria. Price will not be the controlling factor, and the contract may not be awarded on the basis of lowest proposed price. However, the Government reserves the right to award to the lowest evaluated price.

M.3 DISCUSSIONS/BAFO

The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are conducted, the Government will request a Best And Final Offer.

M.4 BASIS FOR CONTRACT AWARD

(a) The following conditions shall be met in order to be eligible for award:

- (1) the proposal must comply in all respects with the RFP;
- (2) the Offeror must be responsible; and
- (3) the selected Offeror must pass the system demonstration.

(b) The Source Selection Official will select the proposal which offers the greatest value to the Government in terms of performance and price.

M.5 SYSTEM DEMONSTRATION

After the Source Selection Official has selected the proposal which offers the best value to the Government, the selected Offeror will be required to conduct a demonstration of its proposed off-the-shelf VTS system. The selected Offeror will be required to demonstrate the following:

- (1) AIS as defined by Draft Revision of Recommendation ITU-R M.825-1, dated 3 July 1997, Digital Selective Calling.
- (2) Radar tracking.
- (3) AIS information integrated into the operator work station.
- (4) Decision support system displays using vector-product-format, electronic charts and text data.
- (5) Synchronous, time-tagged recording and playback of video (CCTV and situation displays) and audio.

The demonstration will be evaluated on a pass/fail basis. The Offeror will have one business day to successfully demonstrate the proposed system. The Government reserves the sole right to waive the system demonstration.

M.6 EVALUATION CRITERIA

M.6.1 GENERAL

The evaluation will be based on a complete assessment of the Offeror's proposal. This assessment will address three areas of consideration listed in descending order of importance:

- (1) technical and management
- (2) past performance, and
- (3) cost/price.

M.6.2 TECHNICAL AND MANAGEMENT EVALUATION

(a) Each factor evaluated against the following criteria:

1. Experience - the Government will evaluate the depth, breadth, and scale of the Offeror's demonstrated experience.
2. Understanding - the Government will evaluate the Offeror's understanding of the requirements. This criteria will not be applied to the Project and Risk Management factor.
3. Approach - the Government will evaluate the Offeror's proposed approach to meeting the VTS requirements.

(b) The technical and management area will be evaluated based on the factors listed below in descending order of importance with factors five and six being of equal importance.

- (1) Project and Risk Management
- (2) Supportability
- (3) Automatic Identification System (AIS)
- (4) Human System Interface
- (5) Communications Infrastructure
- (6) Radars and Other Sensors

(c) The technical, cost, and schedule risk inherent in the proposal will be assessed for each of the factors.

M.6.3 PAST PERFORMANCE EVALUATION

The Government will use a questionnaire (Section J, Attachment 6, Past Performance Questionnaire) to evaluate the Offeror's past performance on the basis of their previous record with their former customers for the following:

- (1) Adhering to the terms and conditions of their contracts, including the technical, business, and administrative aspects.
- (2) Demonstrated commitment to customer satisfaction.
- (3) Quality and timeliness of delivered products.

M.6.4 COST/PRICE EVALUATION

(a) Cost is not the most important evaluation factor, but its degree of importance will increase commensurately if there is parity among Offerors' technical and management, and past performance evaluations. Further, after the evaluation, cost could be the deciding factor for selection, depending upon whether a highly evaluated past performance and technical proposal warrants the evaluated cost differential.

(b) The **Total Evaluated Price** will be derived by the sum of the following CLIN/SubCLINs, factored by the Net Present Value presented in (2) for the applicable period:

(1) The Base Period amount will consist of the sum of the following:

CLIN 001,
CLIN 002, and
CLIN 003.

The Option Period 1 amount will consist of the sum of the following CLINs:

CLIN 103 using the attached "Summary Sheet for Fully Loaded Labor Rates and Estimated Labor Costs, and
SubCLIN 109A,
SubCLIN 109B times 2, and
SubCLIN 109E times 2.

The Option Period 2 amount will consist of the sum of the following CLINs:

CLIN 201A and 201B using the attached "Summary Sheet for Facilities Construction Costs,"
CLINs 202A through 202G using the attached "Summary Sheet for Fully Loaded Labor Rates and Estimated Labor Costs,"
CLIN 203 using the attached "Summary Sheet for Fully Loaded Labor Rates and Estimated Labor Costs,"
CLIN 204,
CLIN 205,
SubCLIN 206B,
CLIN 207,
CLIN 208 times 2,
SubCLIN 209A,
SubCLIN 209B times 2,
SubCLIN 209E times 2, and
SubCLIN 209F.

The Option Period 3 amount will consist of the sum of the following CLINs:

CLINs 302A through 302G using the attached "Summary Sheet for Fully Loaded Labor Rates and Estimated Labor Costs,"
CLIN 303 using the attached "Summary Sheet for Fully Loaded Labor Rates and Estimated Labor Costs," ,
CLIN 305 times 2,
CLIN 308 times 5,
SubCLIN 309A times 2,
SubCLIN 309B times 2,
SubCLIN 309C,
SubCLIN 309E times 4, and
SubCLIN 309F times 2.

The Option Period 4 amount will consist of the sum of the following CLINs:

CLIN 403 using the attached "Summary Sheet for Fully Loaded Labor Rates and Estimated Labor Costs",
CLIN 405 times 2,
CLIN 408 times 3,
SubCLIN 409A times 4,
SubCLIN 409B times 2,
SubCLIN 409C times 10
SubCLIN 409D times 2,
SubCLIN 409E times 9, and
SubCLIN 409F times 2.

The Option Period 5 amount will consist of the sum of the following CLINs:

CLIN 501 using the attached "Summary Sheet for Facilities Construction Costs" times 2,
CLIN 503 using the attached "Summary Sheet for Fully Loaded Labor Rates and Estimated Labor Costs,"
CLIN 504 times 2,
CLIN 505 times 2,
SubCLIN 506B times 2,
CLIN 507 times 2,
CLIN 508,
SubCLIN 509A times 6,
SubCLIN 509B times 2,
SubCLIN 509C times 12,
SubCLIN 509D times 2,
SubCLIN 509E times 12, and
SubCLIN 509F times 2.

The Option Period 6 amount will consist of the sum of the following CLINs:

SubCLIN 609A times 8,
SubCLIN 609B times 2,
SubCLIN 609C times 14,
SubCLIN 609D times 4, and
SubCLIN 609E times 12.

(2) To determine the current dollar value of the total evaluated price, the following Net Present Values (NPV) will be used for each period:

Base Period 1.00000
Option Year 1: 0.96899
Option Year 2: 0.93895
Option Year 3: 0.90983
Option Year 4: 0.88162
Option Year 5: 0.85428
Option Year 6: 0.82779

(3) This **Total Evaluated Price** will be the price the Government will consider to be the total price to provide the VTS system implementation at NOLA and seven other potential sites, including their related CLINs.

(4) Evaluation of Option CLINs under the above formula will not obligate the Government to exercise any option. Any material imbalance between the option CLINs and base year CLINs (or imbalance between different option year CLINs) could render certain CLIN prices either unrealistic or unreasonable, and therefore unacceptable (see FAR 52.215-16 (g)). Proposals that include charges for the non-exercise of an option by the Government will not be eligible for award.

(c) The cost proposal will be evaluated for completeness and compliance with the solicitation requirements, for realism, and for allowability, allocability, and reasonableness.

(1) Completeness and Compliance: The cost proposal will first be reviewed to determine if it complies with all the cost proposal preparation instruction provisions in Section L, and other applicable directions.

(2) Realism: The cost proposal will be evaluated to determine if the proposed costs/prices are realistic for the work to be performed, reflect a clear understanding of the Government's requirements, and are consistent with the other proposals submitted. In addition, the cost/prices shall be compared with the Government's independent cost estimate.

(3) Allowability, Allocability, and Reasonableness: The allowability, allocability, and reasonableness of costs shall be determined using the criteria in Part 31 of the FAR.